










The Wellness Company

PROPOSAL FOR THE KELLER POINTE

Customer Name	THE KELLER POINTE	Ref #	13391005 / 0001467187
			THE KELLER POINTE - selection w/ unity mini buy back
Cust. Code		Date	10/15/18
		Expiry Date	12/30/18
Contact	Jennifer Oakes		
Billing Address		Destination	THE KELLER POINTE
Telephone	(817) 743-4386		405 RUFÉ SNOW DR
			76248 KELLER United States
			TX
Technogym Ref.	Angela McGuire amcguire@technogym.com	Ship to Customer Code	

Equipment










Strength Line

DESCRIPTION		QTY	NET AMOUNT
CHEST PRESS MINI UNITY		1.00	4,570.00 1.00 x 4,570.00
Code: ML703C-ANV0DVL "NCPA 08-06 3 YEAR PERFORMANCE WARRANTY"			
VERTICAL TRACTION MINI UNITY		1.00	4,570.00 1.00 x 4,570.00
Code: ML713C-ANV0DVL "NCPA 08-06 3 YEAR PERFORMANCE WARRANTY"			
LOW ROW MINI UNITY		1.00	4,495.00 1.00 x 4,495.00
Code: ML803C-ANV0DVL "NCPA 08-06 3 YEAR PERFORMANCE WARRANTY"			
SHOULDER PRESS MINI UNITY		1.00	4,570.00 1.00 x 4,570.00
Code: ML693C-ANV0DVL "NCPA 08-06 3 YEAR PERFORMANCE WARRANTY"			
ARM CURL MINI UNITY		1.00	4,495.00 1.00 x 4,495.00
Code: ML923C-ANV0DVL "NCPA 08-06 3 YEAR PERFORMANCE WARRANTY"			
ARM EXTENSION MINI UNITY		1.00	4,495.00 1.00 x 4,495.00
Code: ML453C-ANV0DVL "NCPA 08-06 3 YEAR PERFORMANCE WARRANTY"			
PRONE LEG CURL MINI UNITY		1.00	4,570.00 1.00 x 4,570.00
Code: ML103C-ANV0DVL "NCPA 08-06 3 YEAR PERFORMANCE WARRANTY"			



The Wellness Company

Strength Line

DESCRIPTION		QTY	NET AMOUNT
LEG PRESS MINI UNITY		2.00	13,057.00 2.00 x 6,528.50
Code: ML516C-ANV0DVL <i>"NCPA 08-06 3 YEAR PERFORMANCE WARRANTY"</i>			
LEG EXTENSION MINI UNITY		1.00	4,495.00 1.00 x 4,495.00
Code: ML913C-ANV0DVL <i>"NCPA 08-06 3 YEAR PERFORMANCE WARRANTY"</i>			
LEG CURL MINI UNITY		1.00	4,495.00 1.00 x 4,495.00
Code: ML903C-ANV0DVL <i>"NCPA 08-06 3 YEAR PERFORMANCE WARRANTY"</i>			
ADDUCTOR MINI UNITY		1.00	4,495.00 1.00 x 4,495.00
Code: ML173C-ANV0DVL <i>"NCPA 08-06 3 YEAR PERFORMANCE WARRANTY"</i>			
ABDUCTOR MINI UNITY		1.00	4,495.00 1.00 x 4,495.00
Code: ML183C-ANV0DVL <i>"NCPA 08-06 3 YEAR PERFORMANCE WARRANTY"</i>			
REVERSE FLY MINI UNITY		1.00	4,570.00 1.00 x 4,570.00
Code: ML313C-ANV0DVL <i>"NCPA 08-06 3 YEAR PERFORMANCE WARRANTY"</i>			
TOTAL ABDOMINAL MINI UNITY		1.00	4,713.00 1.00 x 4,713.00
Code: ML833C-ANV0DVL <i>"NCPA 08-06 3 YEAR PERFORMANCE WARRANTY"</i>			
LOWER BACK MINI UNITY		1.00	4,495.00 1.00 x 4,495.00
Code: ML583C-ANV0DVL <i>"NCPA 08-06 3 YEAR PERFORMANCE WARRANTY"</i>			
ROTARY TORSO MINI UNITY		1.00	4,495.00 1.00 x 4,495.00
Code: ML503C-ANV0DVL <i>"NCPA 08-06 3 YEAR PERFORMANCE WARRANTY"</i>			
Strength Line Total Excl Tax		17	USD 81,075.00

Flexibility

DESCRIPTION		QTY	NET AMOUNT
POSTERIOR FLEXability Posterior Frame: Anthracite, Upholstery: Black, Plastic: Grey,		1.00	0.00 1.00 x 0.00
Code: ME10-ANV0GG00			



The Wellness Company

Flexibility

DESCRIPTION	QTY	NET AMOUNT
ANTERIOR FLEXability Anterior Frame: Anthracite, Upholstery: Black, Plastic: Grey, Code: ME05-ANV0GG00	1.00	0.00 1.00 x 0.00
		
Flexibility Total Excl Tax		2 USD 0.00

Other Equipment

DESCRIPTION	QTY	NET AMOUNT
CASH DISCOUNT Code: X011 <i>"10k buy back for 16 units. David Cantu to Technogym"</i>	1.00	-10,000.00 1.00 x -10,000.00
Other Equipment Total Excl Tax		1 USD -10,000.00

MYWELLNESS START PACK

included when you purchase UNITY™



1. FACILITY ACCOUNT



2. MYWELLNESS® APP & MYWELLNESS.COM



3. TECHNOGYM APP STORE

Services

Delivery & Installation

DESCRIPTION	QTY	NET AMOUNT
Delivery & Installation Code: Y010	1.00	9,116.36 1.00 x 9,116.36



The Wellness Company

Your Wellness Solution Value

Net Total Tax excl.	80,191.36
Sales Tax	0.00
Net Total Tax incl. (%)	USD 80,191.36

Ref #: 13391005 / 0001467187

Cust. Code:

THE KELLER POINTE - selection w/ unity mini buy back

Proposal Terms

The pictures and any other figurative representations of products contained in this offer are purely an indication and may contain inaccuracies. More accurate information and details of the offered products are contained in the description section.

Payment

Payment Method	Payment Term	%	Expiration Date
RCH - RCH - Cheque	AD1 - AD1 - Net 30	100.00	\$ 80,191.36

Delivery Terms

Customer Proposed Delivery Date: W/C:

Note (Field to be used in case of different proposal from the client)

General notes:

Please be informed that Technogym may not accept a proposed delivery date earlier than "18" weeks starting from the order acknowledgement and receipt of the full down payment, if applicable. Moreover, please also kindly note that the actual delivery time may vary due to seasonality reasons in the market. In any case, Technogym will confirm the applicable delivery date only on the order acknowledgement. Delivery date is intended as any of the days within the relevant week (week starts from Monday to Sunday).

Delivery Terms: FOB - F.O.B. Factory - Prepaid

This proposal reflects current sales tax. Any variance will be reported in the final invoice.

Name:

Angela McGuire.....

Signature for acceptance

.....

TECHNOGYM USA

700 Route 46 East 2nd Floor Fairfield, NJ 07004

Toll free: 800-804-0952

Fax: 206-623-1898

Email: info@technogymusa.com

Role:

THE KELLER POINTE

Date:



The Wellness Company

Additional Terms of Sale:

DDP customer location, freight and installation prepaid and added or EXW York PA with loading fees only added and prepaid. Other terms may be agreed upon between parties. Technogym may ship partial orders. Terms and Conditions of Sale which appear on purchaser's documents (including purchase orders) that are inconsistent with these terms shall be voided. Orders must be canceled 30 days before delivery date, or be subject to a restocking fee of 25% of the net value without T/I. No returns without prior consent of Technogym. Delays in delivery at customer request may result in storage fees. Invoice will issue upon shipment. Prices are good for 30 days. All invoices will be in U.S. dollars unless otherwise stated, and will reflect exchange rate at time of shipment. All products sold with limited warranty. Except for injunctive relief or judgment, parties agree to resolve any dispute by final, binding and non-appealable arbitration. Prevailing party is entitled to attorneys' fees and costs.

Limited Warranty:

- Visio and Unity Monitors: Touch Screen, iPod Electric and Electronic Parts - 2 years Parts, 2 year Labor.
- Cardio: Drive Motor and Shock Absorbers - 5 years Parts, 2 year Labor. Bearings, Elevation Motor, Electric and Electronic parts - 2 Years Parts, 2 year Labor.
- Deck and Belt (Cardio): 2 years Parts (or 15,000 miles whichever comes first), 2 year Labor.
- Strength: Structural Frame - 10 years Parts, 2 year Labor. Guide Rods, Cams and Pulleys - 3 years Parts, 2 year Labor. Bearings and Bushings - 2 years Parts, 2 year Labor.

Payment Terms:

Payment due in full, unless otherwise specified on this contract.
Authorized purchase orders required for: Leases, Hospitals, Military, School Systems, Municipalities and Corporate Facilities.
Proof of tax-exempt status required if applicable.

Acceptance:

Customer Signature: _____

Name (Please Print): _____

Date: _____

I understand that my signature above constitutes acceptance of the terms and conditions of sale.



The Wellness Company

TERMS AND CONDITIONS OF MAINTENANCE SERVICES

These Terms and Conditions of Maintenance Services and the attached Exhibits and Schedules ("**Terms**") between Technogym Corp. USA and/or its Agents ("**TG**") and the undersigned customer ("**Customer**"), set forth the terms under which TG will provide Maintenance Services to Customer. The actual Maintenance Services to be provided depends on the Maintenance Service Package ("**MSP**") Customer purchases, as described in attached Schedule 1.

1. DEFINITIONS AND INTERPRETATION.

- "**Accidental Damage**" means damage to Equipment that occurs suddenly as a result of an unexpected, non-deliberate external action of an accidental nature, but does not include among other actions, damage due to fire, normal wear and tear, internal failures, willful, deliberate or intentional damage, negligence, cosmetic damage, and theft.
- "**Aesthetic Items**" means the parts of the Equipment that are provided for cosmetic purposes only such as stickers, casings and covers or ancillary items like water bottle or phone holders; damage to which would not prejudice the functionality of the Equipment, including but not limited to cosmetic damage and broken plastic parts.
- "**Business Day**" means the hours of 8.00 a.m. to 5.00 p.m. Eastern Standard Time on a day, other than a Saturday, Sunday or United States federal holiday.
- "**Commencement Date**" means the date these Terms are accepted by Customer as set forth below.
- "**Maintenance Term**" means the Initial Term plus all Renewal Terms.
- "**Economical Maintenance**" means an individual piece of Equipment that can be repaired for a sum less than (or equal to) 3 times the annual maintenance prices set forth in Schedule 1.
- "**Initial Period**" means the initial period of months during which the Terms are in effect, as set forth in Schedule 1. The Maintenance Term will automatically renew for equivalent periods unless earlier terminated as provided below (each a "**Renewal Term**"). Together, the Initial Period and any Renewal Term(s) are the "**Term**").
- "**Equipment**" means: (1) the TG Equipment and Non-TG Equipment set forth in the Proposal, and (2) Customer's previously purchased equipment which in TG's reasonable opinion is of a Serviceable Standard that TG agrees in writing is subject to the Maintenance Services set forth in Schedule 1.
- "**Maintenance Charges**" means the charges payable by the Customer to TG for Maintenance Services as set forth in the Proposal.
- "**Maintenance Services**" means the repair, replacement and preventative services available under these Terms as described in Schedule 1.
- "**Non-TG Equipment**" means equipment and parts manufactured and/or supplied by third party manufacturers or suppliers.
- "**Obsolete**" means Equipment that TG renders obsolete as a result of that Equipment requiring Replacement Parts that have been discontinued and are no longer produced by their respective manufacturer.
- "**Prevailing Rate**" means the price of the MSP effective as of the date of the Commencement Date.
- "**Proposal**" means the Customer's order incorporating the Terms.
- "**Replacement Parts**" means any component, piece of Equipment or part replaced by TG under these Terms.
- "**Request**" shall have the meaning given in Section 2.3.
- "**Serviceable Standard**" means Equipment that is in TG's sole opinion capable of being serviced in accordance with these Terms.
- "**Site Address**" means the Customer's premises where the Equipment will be stored, used, and where the Maintenance Services will be carried out, as set out in the Proposal.
- "**Technogym E-Services**" means the online services provided by TG, whereby the Customer can electronically place an order for Maintenance Services or for Replacement Parts.
- "**TG Equipment**" means Equipment and parts manufactured and supplied by TG or its affiliates.
- "**TG's Personnel**" means TG's employees, agents, subcontractors and consultants engaged to perform the Maintenance Services.
- "**Unity Console**" means the LCD and all related electronic components forming the Unity® or Visioweb® group component excluding Wellness TV® and Wellness ActiveTv® screen.
- "**Wear and Tear**" means items that are naturally and inevitably subject to wear as a result of normal contact from users in the course of exercising on the Equipment such as treadmill belts, upholstery, foot pedals and handles. Wear and Tear items does not include knocks, scrapes and scratches and the gradual deterioration with age that may occur over the life of the Equipment.

2. MAINTENANCE SERVICES.

2.1 TG will generally carry out Maintenance Services during a Business Day (or as may otherwise be agreed to by the parties) and the Customer will be required to have their Site Address open and the Equipment accessible to TG during such times. However, Customer acknowledges that TG reserves the right to perform such services outside of a Business Day.

2.2 Customer may request that TG perform Maintenance Services outside of a Business Day, which consent will be at the sole discretion of TG.

2.3 TG shall make a telephone hotline service available to the Customer from 8:00 a.m. to 7 p.m. Eastern Standard Time ("**Hotline Hours**") where a request for Maintenance Services may be placed by the Customer (a "**Request**"). Outside of the Hotline Hours, Customer may place a Request by e-mail to the addresses provided to Customer or via TG-Direct or TG E-Services Portal and in such circumstances, the Request will be deemed to have been made on the following Business Day.

3. EXCLUSION FROM SERVICES. Maintenance Services will not extend to: (a) modifications or additions to the Equipment that are not previously authorized by TG; (b) peripheral items, Aesthetic Items and consumables (lists of which are available from TG); (c) Equipment, in TG's reasonable opinion, can no longer be subject to Economical Maintenance; (d) defects or damage resulting, in TG's reasonable opinion, from Accidental Damage, Wear and Tear, misuse or neglect of the Equipment, or Customer's failure to follow the instructions or advice of TG, or in respect of Non-TG Equipment, the manufacturer of the Non-TG Equipment; (e) Equipment not located at the Site Address; (f) any Equipment which has not been kept or operated by the Customer in accordance with the Customer's obligations set out in the Terms; (g) Equipment which TG has requested a serial number for at the time of a Request and has not received in a timely manner; (h) Equipment which has been declared obsolete by TG; and (i) defects or damage resulting, in TG's opinion, from the variation, interruption, or quality of the Customer's electrical supply powering the Equipment.

4. MAINTENANCE CHARGES. Customer shall pay all Maintenance Charges as set forth in the Proposal. TG may amend its Maintenance Charges from time to time upon 30 days prior written notice to the Customer. All charges by TG for Maintenance Services are exclusive of all sales, use and excise taxes, tariffs, customs, duties, deductions, set-offs, counterclaims, or withholding of any kind. Customer remains responsible for all shipping and handling charges for any Replacement Parts or Equipment. Late payment of any amount will be grounds for TG to terminate Maintenance Services under the Terms. Customer agrees to pay interest compounded and payable monthly at a rate of twelve percent (12%) per annum or the maximum rate allowed by law on each amount that is not paid within twenty (20) days of invoice date. Payment of such interest charge will not excuse or cure a breach or default for late payment. Interest charges are in addition to and do not limit any other rights or remedies that TG may have under the Terms, at law or in equity. Returned checks will be subject to a \$50.00 per check charge. Customer agrees to pay any attorneys' fees and costs incurred by TG in the collection of any delinquent amount due TG.

5. CUSTOMER'S OBLIGATIONS. To facilitate the provision by TG of Maintenance Services the Customer shall: (1) ensure that the Equipment is kept and operated in a proper manner in accordance with all written guidance issued by TG from time to time (including routine maintenance set out in relevant Equipment user manuals) and ensure that only competent, properly trained persons are permitted to use the Equipment; (2) cooperate with TG in all matters relating to the Maintenance Services; (3) use the Equipment in (what TG reasonably deems to be) a suitable environment (including, but not limited to, a place free from humidity, moisture, dust, and high temperature variations) and be responsible for the costs of creating and maintaining such an environment; (4) use the Equipment with the correct power supplies specified by the manufacturer or TG, as applicable; (5) not move the Equipment or make any addition, modification, or adjustment to the Equipment without TG's prior written consent; (6) maintain and make available to TG records of the operation, maintenance and any malfunction of the Equipment; (7) provide at no cost to TG, access to the Equipment in a safe and properly insured environment; (8) cooperate with TG in diagnosing and overcoming any malfunction of the Equipment; and (9) inform TG of all health and safety rules and regulations and any other reasonable security requirements that apply at the installation site.

6. LIMITATION OF LIABILITY. In no event shall TG be liable for any direct or indirect consequential, incidental, punitive or special damages or expenses (including without limitation, transportation, lost profits, loss of use, loss of power, power outages, costs of replacement power, or damage to person or property, or any failure to meet any duty, including but not limited to any duty of reasonable care or of workmanlike effort), or for any damages or sums paid by Customer to third parties, even if TG has been advised of the possibility thereof. TG's maximum liability to Customer under these Terms, regardless of the claim or cause, shall not exceed the Maintenance Charges paid by Customer to TG during the 6-months immediately prior to acts or omissions giving rise to Customer's claim.

7. REPLACEMENT PARTS. Replacement Parts are TG's property unless they are purchased and supplied by the Customer at no cost to TG. TG will use reasonable efforts to obtain suitable Replacement Parts when required to do so for the provision of Maintenance Services. TG provides third party Replacement Parts WITHOUT WARRANTIES OF ANY KIND. However, third party manufacturers or suppliers may provide their own warranties to the Customer.



The Wellness Company

8. FORCE MAJEURE. TG shall have no liability to the Customer under the Terms if it is prevented from, or delayed in performing, its obligations under the Terms or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of TG or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

9. COMMENCEMENT AND TERM. Except as otherwise provided herein, the Terms start on the Commencement Date and remain in force for the Term. Either party may elect not to renew the Terms by giving the other party at least 60-days written notice prior to the end of the then-current Term.

10. TERMINATION. If the Customer fails to comply with any of its obligations in the Terms, TG will provide Customer fourteen (14) days written notice to comply. If within such fourteen (14) days, Customer does not comply, in the sole discretion of TG, TG may terminate the Terms immediately. On termination of the Terms for any reason, the Customer shall immediately pay to TG all of TG's outstanding unpaid invoices including interest and, in respect of Maintenance Services provided but for which no invoice has been submitted, TG may submit an invoice, which shall be payable by Customer immediately upon receipt. On termination of the Terms (however arising), the following conditions shall survive and continue in full force and effect: sections 6, 10, 13, 17, 18.

11. ASSIGNMENT AND SUBCONTRACTING. Customer may not assign, encumber, or in any way transfer or delegate any interest, right or duty under the Terms without the express written consent of TG. TG reserves the right to assign the Terms and to subcontract all or any of its obligations set forth herein.

12. AMENDMENTS. No amendments to the Terms or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties save that TG may from time to time notify the Customer in writing that it proposes to alter, add to or abrogate any provisions of the Terms giving details of the proposed alteration, addition or abrogation. Unless the Customer within 28 days of that notice notifies TG in writing that he objects to them, the alteration, addition or abrogation shall be deemed to be agreed and shall take effect accordingly.

13. ENTIRE AGREEMENT. The Terms and the Proposal represent the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior or contemporaneous agreements, arrangements, discussions and undertakings between the parties (whether written or verbal). Any amendment to the Terms must be in writing and signed by both parties. The Terms, when duly executed and delivered by an authorized officer of each party, shall be valid, fully enforceable, and binding upon such party in accordance with its terms, except as limited by bankruptcy or other laws relating to debtors'/creditors' rights generally.

14. CONFIDENTIALITY. For the duration of the Terms and a period of five (5) years thereafter, each party shall keep in strict confidence, the contents and details of the Terms (including but not limited to the Maintenance Charges) and all other technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it from the other party, its employees, agents, consultants or subcontractors and any other confidential information concerning the other party's business or its products which either party may obtain.

15. NOTICES. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sent by first class U.S. mail, or by facsimile transmission, or by other electronic means or delivered by hand or by overnight or similar delivery service, fees prepaid, to the party to whom it is to be given at the address of such party set forth above or to such other address for notice as such party shall provide in accordance with this section. Except as otherwise specifically provided in the Terms, notice so given shall, in the case of notice given by certified mail (or by such comparable method) be deemed to be given and received on the date of certification (or comparable act) thereof, in the case of notice so given by overnight delivery service, on the date of actual delivery, and, in the case of notice so given by facsimile transmission, or personal delivery, on the date of actual transmission or, as the case may be, personal delivery. If any communication is sent by e-mail or such other electronic means, such communication shall be effective upon confirmation (whether by return e-mail or otherwise) of receipt of such e-mail or electronic transmission.

16. SEVERANCE. If any provision of the Terms is held to be invalid or unenforceable, the remaining provisions of the Terms remain in full force and effect. Nothing in the Terms affects any statutory rights that cannot be waived or limited by written agreement.

17. WAIVER. Failure or delay by TG in enforcing or partially enforcing any provision of the Terms will not be construed as a waiver of any rights and any actual waiver of any breach of, or default under, any provision of the Terms by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the enforcement of any other provision of the Terms.

18. LAW AND JURISDICTION. The Terms shall be governed by and construed in accordance with the laws of the state of New Jersey, exclusive of any conflict of law's provisions.

19. ARBITRATION. The parties desire to resolve disputes arising out of the Terms without litigation. Accordingly, except for an action seeking injunctive relief relating to the purposes of the Terms or entry and enforcement of any judgment on any arbitration award, the parties agree to resolve any dispute arising under the Terms by binding arbitration by an arbitrator pursuant to the Expedited Procedures of the American Arbitration Association. The arbitration shall be held in Seattle, Washington, or such other location as mutually agreed upon by the parties. Customer must bring claim or waiver within one year of purchase date. The award rendered by arbitration shall be final, binding and a non-appealable judgment and the award may be entered in any court of competent jurisdiction in the United States. The prevailing party shall be entitled to all reasonable attorneys' fees and costs incurred with respect to the arbitration and the collection of judgment. Special, consequential or punitive damages shall not be awarded by the arbitrator.

	<p>Acceptance:</p> <p>Customer Signature: _____</p> <p>Name (Please Print): _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	---



The Wellness Company

Schedule 1

MAINTENANCE SERVICES OFFERED

TG offers the following services under available MSP

Maintenance Services		Maintenance Service Package (MSP)		
		Program	Global	Performance
On-site repair service	Travel & labor	\$	B	A
	Replacement Parts	\$	B	A
	Replacement Parts subject to Wear and Tear	\$	\$	C
Equipment diagnosis		A	A	A
Preventative maintenance		A	A	A
Technical call center support		A	A	A
Predetermined response time		D	A	A
Software update		A	A	A
Aesthetic Items protection		-	-	C
Accidental Damage on Unity Console		-	-	C
Performance guarantee		-	-	A
Technogym E-Services (Customer Portal)				
Online job opening		-	A	A
Asset management reporting tool		-	A	A
Preventative Maintenance routine				
Internal and external cleaning		A	A	A
Lubrication		A	A	A
Calibration & Mechanical adj.		A	A	A
Technogym Certification		-	A	A
Resistance cable inspection and replacement as required		-	A	A

Legend

- A Service Included in MSP
- B Subject to limitations of cover, see Terms for more detail
- C Subject to limitations of coverage, see below
- D SLA limited to Time to Service on first visit only for MSP
- \$ Service chargeable in MSP (charges based on TG's parts and labor prices applicable from time to time. Further details are available from TG)

DESCRIPTION OF MAINTENANCE SERVICES

- **On-site repair service:** Covers ad hoc Maintenance Services at the Site Address for the repair of the Equipment. The decision to provide Replacement Parts shall be made solely by TG's Personnel and TG reserves the right to use new or refurbished parts at its' sole discretion.
- **Replacement Parts subject to Wear and Tear:** Where MSP's include coverage for parts or Equipment subject to Wear and Tear, the replacement of Wear and Tear items will be decided solely by TG's Personnel. Replacement Parts subject to Wear and Tear is subject to the following limitations of cover:
 - **Treadmill Belts.** Replacement of treadmill belts for a Contract Term is capped up to a predefined number of belts per treadmill defined as the number of treadmills multiplied by the duration of the Contract Term (expressed in whole years) multiplied by 0.5. Replacement Parts may not be pooled across all Equipment covered under an individual Agreement. Maintenance Services for Replacement Parts under a maintenance agreement may not be transferred to Equipment not covered by that agreement whether such item is covered by another maintenance agreement or MSP. *For example: 1 treadmill covered under a 4-year Contract Term would provide for 2 replacement belts. 25 treadmills covered under a 4-year Contract Term would be 50 treadmill belts over the Contract Term. However, the same treadmill is limited to 2 replacement belts during the 4-year Contract Term.*
 - **Upholstery.** The replacement of Upholstery for a Contract Term is capped up to a predefined number of upholstery per item defined as the number of pieces of strength Equipment (including selectorized or plate loaded strength machines and benches) multiplied by 2 (the typical number of upholstery items per piece of Equipment) multiplied by the duration of the contract (expressed in whole years) multiplied by 0.5. Maintenance Services for upholstery under a maintenance agreement may not be transferred to Equipment not covered by that agreement whether such item is covered by another maintenance agreement or MSP. *For example: 25 pieces of selectorized strength Equipment covered under a 4-year Performance contract would have a "Number of Upholstery included per contract" equal to $25 \times 2 \times 4 \times 0.5 = 100$, i.e. a limit of 100 items of upholstery may be fitted over the term of the contract.*

Where Replacement Parts subject to Wear and Tear are exceeded during the Contract Term or where Parts subject to Wear and Tear are excluded from the MSP, the supply and fitting of such items shall be at the sole costs of Customer, billed at TG's parts and labor prices applicable from time to time.

- **Equipment Diagnosis:** Covers the attendance of a TG Personnel at the Site Address up to ____ times per 12-month period during the Term for Equipment functionality and aesthetics diagnosis.
- **Preventative maintenance:**
 - For Customers choosing the Program Service Package, this is limited to Equipment Diagnosis, cleaning and light maintenance services.
 - For Customers choosing the Global Service Package or Performance Service Package, the planned maintenance visit will include:
 - **Strength Equipment:** Full functional testing of all components, checking all mechanical movements and lubrication where required, Inspection and replacement of cables as required, Inspecting frames for damage, adjustment of mechanical systems, and replacement of worn or damaged mechanical components.
 - **Cardiovascular Equipment:** Full functional testing of all components and console systems, belt & cable tension and adjustment, removing covers and cleaning internally and externally, software update to latest version as required, and checking calibration of sensors.
 - **Group Cycle:** Full functional testing of all components, checking and adjusting chain tension and lubricating, checking and adjusting belt tension, and checking cranks and pedals.



The Wellness Company

- **Aesthetic Items Protection:** Notwithstanding the general exclusion from services of Aesthetic Items and Accidental Damage, where MSP's include Aesthetic Items protection, this includes the replacement of Aesthetic Items under the Agreement where they have suffered Accidental Damage subject to the following limitations:
 - An Aesthetic Item Replacement Claim is defined as Customer requesting the replacement of one Aesthetic Items on a single piece of Equipment where the Aesthetic Item has been deemed to have suffered some form of Accidental Damage.
 - Coverage of Aesthetic Items is limited to 1 (one) Aesthetic Item Replacement Claim per Contract Term for every 20 pieces of Equipment covered under the Agreement, rounded up to the nearest whole integer. Coverage of Aesthetic Items may be pooled across all Equipment covered under a single Agreement. Coverage cannot be transferred to a piece of Equipment not covered by that Agreement regardless of whether the specific Equipment is covered by another maintenance service agreement.
 - Where the Aesthetic Item coverage defined above is exceeded during any Contract Term or the Aesthetic Items is excluded from the MSP, the supply and fitting of these items will be at the Customer's sole cost, at TG's parts and labor prices applicable from time to time.

The table below is included for illustration of the calculation of the number of covered Aesthetic Item Replacement Claims available per Contract Term for 1 to 60 pieces of Equipment covered. Claims for other numbers of Equipment covered will be calculated in a similar manner.

Number of Equipment covered	Number of Aesthetic Item Replacement Claims per Contract Term
From 1 to 20	1
From 21 to 40	2
From 41 to 60	3

- **Accidental Damage on Unity Console:** Notwithstanding general exclusion from services for Accidental Damage defined in [Section 3](#), where MSP's include Accidental Damage on Unity Console coverage, this includes the replacement of Unity Consoles under Agreement where they have suffered Accidental Damage subject to the following limitations:
 - A **Unity Console Replacement Claim** is defined as Customer requesting the replacement a Unity Console on a single piece of Equipment where the Unity Console has been deemed to have suffered some form of Accidental Damage subject to confirmation in the TG's reasonable opinion. Replacement of a Unity Console under this provision is subject to a Customer contribution of \$400 on each Unity Console Replacement Claim.
 - Accidental Damage on Unity Console cover is limited to 1 (one) Unity Console Replacement Claim per year of the Term for every 10 Unity Consoles covered under the Terms, rounded up to the nearest whole integer. Coverage can be pooled across all the Equipment covered under the Terms but may not be transferred to other Equipment.
 - Customer is responsible for all costs, including TG's parts and labor prices for replacement or repair of Unity Console outside of coverage.

The table below is included for illustration of the calculation of coverage for Aesthetic Item Replacement Claims per year for 1 to 60 pieces of Equipment covered. Coverage for other numbers of Equipment covered will be calculated in a similar manner.

Number of Unity Consoles covered	Number of Unity Console Replacement Claims per Contract Term
From 1 to 10	1
From 11 to 20	2
From 21 to 30	3

AVAILABILITY OF MAINTENANCE SERVICES

If some unforeseen event prevents TG from performing within the TTS% (defined below) level specified in the Terms as measured at the end of the then-current Term as an average over the whole Term and Customer has complied with all of its obligations hereunder, TG will issue Customer a discount percentage Service Credit to be applied against a subsequent Renewal Term. The discount Service Credit is redeemable only against an uninterrupted renewal and cannot be transferred to any other Site, another contract renewal or other invoice payable to Technogym and the Service Credit cannot be claimed as a cash alternative. The discount Service Credit cannot be combined with any other active campaign or offering. The calculation of the discount will be based on 2 parameters: (a) duration of the original Term and (b) percentage of deviation in respect of the service level of the Agreement. The discount Service Credit percentage calculated as per table below have to be applied to the price of Renewal Term calculated using the Prevailing Rate applicable from time to time. To be statistically relevant (and applicable) the minimum number of jobs in the period of measure should be greater than 20. The Service Credit value cannot exceed the value of the NET price paid by the customer for the Term against which the performance was measured.

TTS% Achievement Over the Contract Term	Contract Term excluding warranty	
	less than 12 months	above or equal to 12 months
Greater than or equal to 90%	No Credit	No Credit
Greater than or equal to 70% and less than 90%	2%	3%
Less than 70%	4%	5%

GENERAL

- **Discount on replacement parts.** Where fitting of replacement parts is recommended outside of the MSP, the Replacement Parts may be subject to a discount as defined in the Proposal. A discount only applies to replacement parts for TG Equipment.\
- **Service Level Agreement.** Where Service Level Agreement is included, see below for the performance levels.
- **Access to Technogym E-Services.** TG will grant access to the Customer to the TG's web service portal, Technogym E-Services, for the duration of the Term.
- **Remote Equipment Management.** Where remote equipment management service is included, Customer agrees to allow TG to remotely monitor the Equipment connected to the Internet using TG proprietary software system. Remote equipment management service allows TG to have the possibility to enable automatic remote software upgrades when the Equipment is connected to the Internet. TG may contact the Customer to arrange proactive repairs on the Equipment to verify the correct function when relevant problems are discovered as a result of the Equipment communicating fault data with TG's software system. The installation, configuration, maintenance and support of the Internet connectivity and IT infrastructure will be solely Customer's cost and responsibility. TG will have no liability if the remote upgrade fails due to insufficient bandwidth or for any other network problem outside of TG's responsibility or control.
- **Wellness System peripherals:** Maintenance Services on Wellness System Peripherals, e.g. Trainer points, Isocontroller, Wellness Mate, etc. where included in this [Schedule 1](#), are limited to electrical, mechanical and electronic components only. Wellness software and the performance of a Wellness System are not covered under this Agreement.



The Wellness Company

SERVICE LEVEL AGREEMENT –

In the performance of this Agreement, TG will conform to the following Service Level:

Time to Service (TTS) subject to the provisions set out within the Severity/Target Response Time matrix below (and those set out elsewhere in this Agreement), following a Request by the Customer, the time taken by TG to attend the Site Address for the purpose of carrying out the Maintenance Services, will be normally performed within the Target Response Time for the Severity of the fault reported subject to the correct, satisfactory and full performance of the Customer under the Agreement.

Definition of Target Response Time hours: This shall commence upon creation of the service order by TG following receipt of a Request using Technogym E-Services, Fax, email or Telephone, as set forth in the Agreement. TG will action all Requests within TG's normal office hours 0900hrs to 1730hrs on Business Days. Any Request outside of these times will be processed on the following Business Day.

Severity of fault	Description of typical fault presenting	Target Time*	Response
Safety	Exposes the end users of the Equipment to safety hazards or in response to an incident.	48hrs	
Primary Fault	Takes the Equipment out of order and prevents it from being used for its primary function – e.g. treadmill cannot be used for running.	48hrs	
Secondary Fault	affects a part of the Equipment that is not involved in its Primary function, e.g. TV tuning, lack of sound, torn upholstery	48hrs	

*TG reserves the right to vary the Target Response Times from time to time and will publish updated versions of this matrix on the Technogym website and the Technogym E-Services portal.

Time to Service Percentage (TTS%): TG will use reasonable endeavors to ensure that following at least 90% of Requests made by the Customer for Maintenance Services over every 12 months period (beginning on the Commencement Date), the TTS will be equal to the Target Response Time defined above.

First Time Fix is where, when carrying out Maintenance Services, TG returns the Equipment to reasonable working order defined in the Request on the first visit to the Site Address. TG will use reasonable measures to ensure that (over every 12 month period beginning on the Commencement Date during the Contract Term), at least 90% of Maintenance Service visits will result in a First Time Fix. Where TG requires further Replacement Parts to bring Equipment to working order, the parts will be placed on order and TG will make repairs on a subsequent maintenance service visit when such parts are available. **Spares TG Response** is where TG Equipment Replacement Parts are required, TG will use reasonable measures to dispatch the required parts within two Business Days from TG placing a Replacement Parts order. This is with the exception of upholstery (7 Business Days), painted parts (7 Business Days) and assembled painted parts (15 Business Days). As Replacement Parts may be dispatched from outside the United States, the times for delivery of Replacement Parts may vary and are all subject to availability.

When Non-Technogym® Equipment Replacement Parts are required, TG is totally reliant on the supply and performance of third parties and cannot give any commitments to dispatch and delivery times for such parts.

For further information regarding Maintenance Services, spares and parts please contact us via the below details:

- Telephone: 800-804-0952
- Email: technicalsupport@technogym.com