

PROGRAM TERMS AND CONDITIONS

IMPORTANT – READ CAREFULLY. THE FOLLOWING TERMS AND CONDITIONS (“TERMS AND CONDITIONS”) CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU, ON BEHALF OF THE HIGHER EDUCATION INSTITUTION YOU REPRESENT, AND HARMAN INTERNATIONAL INDUSTRIES, INCORPORATED (“HARMAN”). REGARDING PARTICIPATION IN THE HARMAN EDUCATION ALLIANCE PROGRAM (THE “PROGRAM”). BY CLICKING “ACCEPT” YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, YOU WILL NOT BE GIVEN ACCESS TO THE SITE AND MAY NOT PARTICIPATE IN THE PROGRAM. REFERENCES IN THESE TERMS AND CONDITIONS TO “YOU” AND/OR THE “PARTICIPANT” REFER TO THE HIGHER EDUCATION INSTITUTION, OR DEPARTMENT THEREOF, ON WHOSE BEHALF YOU ARE ACCEPTING THESE TERMS AND CONDITIONS.

PARTICIPATION

- Participation in the Program is open only to higher education institutions (i.e., above grade 12), or departments thereof, in: (i) those states within the United States where such participation is legal and not prohibited; and (ii) the European Union in those countries where HARMAN is registered and/or incorporated or otherwise actively doing business through its authorized distributors and dealers and where such participation is legal and not prohibited. Participation in the Program is prohibited outside these specific countries and areas of the European Union and the United States unless prior written approval has been received from HARMAN. You hereby represent and warrant to HARMAN that you meet the foregoing conditions for participation in the Program.
- HARMAN makes no representations, warranties, or guarantees of any kind, implicit or explicit, as to the laws of your particular jurisdiction or any other representations, warranties or guarantees about your eligibility to participate in the Program nor shall any of HARMAN's employees, licensees, distributors, wholesalers, affiliates, subsidiaries, advertising, promotion or other agencies, media partners, agents or retailers have the authority to make any such representations, warranties or guarantees on HARMAN's behalf.
- Employees of HARMAN, its licensees, distributors, wholesalers, affiliates, subsidiaries, advertising, promotion or other agencies, media partners, retailers and members of the immediate families of each are not eligible to participate in the Program.
- Any participation in the Program is at your sole option, discretion and risk. By participating in the Program, you waive any claim that any aspect of the Program is offensive, objectionable, unfair, misleading or indecent.

- You acknowledge and agree that you are the sole account representative for your higher education institution, including for the purposes of redeeming Points, and that HARMAN may rely on your communications as being duly authorized by the Participant.
- HARMAN reserves the right in its sole discretion to withhold any shipment of product or services pending verification of the Participant's eligibility; provided that HARMAN is under no obligation to undertake such verification and, if undertaken, such verification will not constitute HARMAN's acknowledgement of eligibility.
- HARMAN will make reasonable commercial efforts avoid errors and mistakes in the calculation of Points earned and redeemed. HARMAN reserves the right to void earnings or redemptions resulting from any obvious error or mistake or any technical failure in the calculation or determination of benefits. You will forfeit any benefits that result from such errors or mistakes or technical failures.
- You acknowledge that HARMAN may at any time transfer, assign, delegate, sublicense and/or pledge any of its rights and obligations under these Terms and Conditions, in whole or in part, to any person or entity without notice. You may not assign, pledge, delegate, sublicense or otherwise transfer in any manner whatsoever any of your rights or obligations under these Terms and Conditions. Any such attempted assignment, pledge, delegation, sublicense or other transfer by you is null and void.

POINTS AND PRODUCT AVAILABILITY

- The description of the Member Benefits document posted on the Site, including the Frequently Asked Questions Document included therein (collectively, the "Description"), is incorporated in these Terms and Conditions by reference; provided that any terms of the Description that would negate or diminish any obligations of the Participant set forth herein are deemed superseded by these Terms and Conditions.
- Points earned by the Participant under the Program ("Points") will be applied to future orders only and will not be available to credit against amounts payable to HARMAN or its distributors for any HARMAN products or services (including Eligible Products) purchased when or before such Points were earned. No Points will be deemed earned or eligible for redemption until they have posted to the Participant's account and the Participant has received a notice of approval.
- The products and services that, when purchased, result in the award of Points ("Eligible Products"), and the products and services that may be purchased through the redemption of Points ("Redeemable Products"), are subject to change from time to time without notice, and Redeemable Products are further subject to availability. The numbers of Points earned on purchases of Eligible Products, and the numbers of Points redeemed upon the purchase of Redeemable Products, are subject to change without notice.

In order to earn Points, you must provide proof of purchase for an Eligible Product.

The following documentations are acceptable for proof of purchase: (1) Participant Purchase Order on Participant Letterhead; or (2) a sales invoice issued by an authorized HARMAN dealer or distributor.

- The value for earning Points is based on **10% of the MSRP** of all Eligible Products, regardless of any price paid. Requests to earn Points are subject to approval by HARMAN.

- By redeeming your Points, you and Participant release HARMAN and its agents from any and all liabilities, responsibilities and obligations to you, the Participant or any other person or entity regarding the redemption of such Points, the receipt or use of any Redeemable Products or your participation in the Program.
- Only those products and services listed in the Points Guide Document shall constitute Eligible Products. HARMAN is not responsible or liable for any other points values, products or services not expressly included in the Points Guide Document.
- Each Participant must register its purchases at eap.harman.com and provide proof of purchase to HARMAN as written above.
- EARNED Points expire 12 months from the date HARMAN approves the EARN request.
- HARMAN is not responsible or liable for communicating any remaining balance of Participant's Points. This information is available to you upon logging into your account at eap.harman.com.
- When redeeming Points for Eligible Products, any equipment will be shipped directly to the Participant. Points may only be redeemed against the Redeemable Product purchase price and cannot be credited against any other charges, fees or amounts, including shipping or insurance costs.
- Points assigned to one Participant cannot be transferred to any other persons or entities, including other Participants.
- Installation and programming charges are the responsibility of the Participant and may not be paid through the redemption of Points.

WARRANTY

- **FOR US PARTICIPANTS:** Approved products are automatically registered for extended warranty if an EARN request is submitted within 12 months of the date of the sales invoice issued by an authorized HARMAN dealer or distributor. Only AMX products are eligible for extended warranty. For more information on warranty, refer to the Member Benefits document or visit [<https://www.amx.com/en-US/amx-warranty>] to view the warranty statement.
- **FOR EU PARTICIPANTS:** Warranties will start from the invoice date as stated on the proof of purchase. Participation and inclusion for EU only includes two-year advanced replacement for approved products automatically registered within the five-year extended warranty if an EARN request is submitted within 12 months of the date of the sales invoice issued by an authorized HARMAN dealer or distributor. Only AMX products are eligible for advance replacement. For additional details on the warranties provided to EU Participants, please visit: <https://eap.harman.com/downloads/Harman.EAP.Benefits.GuideEMEA.pdf>
- HARMAN reserves the right to, and may modify, the above warranty terms from time to time (including any online warranty statements and terms as set forth above) as permitted by applicable laws. All such statements and terms as restated, updated, modified, and amended by HARMAN are hereby incorporated in full into these Terms and Conditions by this reference.

BONUS AND PROMOTION TERMS AND CONDITIONS

- To the extent HARMAN offers promotions, bonuses or special offers, the following additional terms and conditions shall apply:
 - ◇ All such promotions, bonuses or special offers that are outside the scope of the Program are subject to promotion specific terms and conditions and any complimentary bonus credited to your account must be used in adherence with such terms and conditions. HARMAN reserves the right to withdraw any promotion, bonus or special offer at any time.
 - ◇ If HARMAN believes a Participant is abusing or attempting to abuse a bonus, special offer or other promotion or any other aspect of the Program, or is likely to benefit through abuse or lack of good faith in the use of Program benefits, then HARMAN may, at its sole discretion, deny, withhold or withdraw any bonus, special offer or promotion, or rescind any policy, with respect to that Participant, either temporarily or permanently, or terminate the Participant's access to the Site. In such case, HARMAN shall be under no obligation to refund any Points that may be in the Participant's account.

CHANGES TO TERMS AND CONDITIONS

- CHANGES TO THESE TERMS AND CONDITIONS. HARMAN may at any time, and in its sole discretion, modify these Terms and Conditions, including without limitation the Privacy Policy, with or without notice to you. Such modifications will be effective immediately upon posting. You agree to review these Terms and Conditions periodically and that your continued use of this Site following such modifications will indicate your having read and accepted the modified Terms and Conditions. If you do not agree to any modification of these Terms and Conditions, you must immediately end your participation in the Program and stop using the Site.
- QUESTIONS OR DISPUTES. All questions or disputes regarding eligibility for participation in the Program, eligibility of Points for accrual and redemption will be resolved by HARMAN at its sole discretion. You may contact HARMAN at Education.Alliance@harman.com to ask questions or raise any disputes.
- TAXES. The determination of liability for any federal, state or local taxes (as may be applicable) arising out of the accrual or redemption of Points under the Program shall be your sole responsibility.
- ENTIRE AGREEMENT. These Terms and Conditions constitute the complete and final expression of the agreement between you and HARMAN about the Program and supersede all prior or contemporaneous, written or oral, agreements or statements by you or HARMAN about the Program.
- DISCLAIMER OF WARRANTIES. HARMAN DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, WRITTEN, ORAL OR STATUTORY, ABOUT THE PROGRAM AND ANY PROGRAM BENEFITS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

- LIMITATION OF LIABILITY. THE LIABILITY OF HARMAN, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS TO YOU, INCLUDING TO PARTICIPANT, AND ANY THIRD PARTY FOR DAMAGES ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE CASH VALUE OF THE APPLICABLE EARNED POINTS (SUCH POINTS BASED ON 10% OF THE MSRP OF PRODUCTS) FOR THE SPECIFIC PRODUCTS GIVING RISE TO THE CLAIMED LIABILITY. IN NO EVENT WILL HARMAN, ITS PARENTS, AFFILIATES OR SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS (INCLUDING OTHER PARTICIPANTS), SUCCESSORS OR ASSIGNS (EACH A "PROTECTED PARTY", COLLECTIVELY "PROTECTED PARTIES") BE LIABLE TO YOU FOR ANY INDIRECT, RELIANCE, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA OR LOSS OF PROFITS, ARISING OUT OF THE PROGRAM OR OUT OF ANY ACTS, ERRORS OR OMISSIONS OF ANY PROTECTED PARTY.

- GOVERNING LAW.
 - ◇ APPLICABLE TO US PARTICIPANTS ONLY: The construction and enforcement of these Terms and Conditions will be governed by the laws of the State of Texas applicable to contracts entered into and performed entirely within Texas. Any action to enforce these Terms and Conditions or otherwise related to the Program will be brought exclusively in the state or federal courts located in Dallas County, Texas. You hereby irrevocably consent to the jurisdiction of such courts and waive any objection thereto, including that such courts do not have personal or subject matter jurisdiction or represent an inconvenient forum.

 - ◇ APPLICABLE TO EU PARTICIPANTS ONLY: The parties to this Agreement irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Terms and Conditions and agree to submit to the jurisdiction of such courts. You hereby irrevocably consent to the jurisdiction of such courts and waive any objection thereto, including that such courts do not have personal or subject matter jurisdiction or represent an inconvenient forum.

- INDEMNIFICATION. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS HARMAN, ITS PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS (INCLUDING OTHER PARTICIPANTS), AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) INCURRED BY ANY OF THEM IN CONNECTION WITH ANY DEMANDS, DAMAGES, LIABILITIES, INVESTIGATIONS, CLAIMS OR OTHER ACTIONS, WHETHER ALLEGED OR ACTUAL, ARISING OUT OF, RESULTING FROM OR RELATING TO YOUR ACTS OR OMISSIONS IN CONNECTION WITH THE PROGRAM.

Effective Date April 6, 2021

