

Exhibit C
Installation Agreement

This Installation Agreement (the “Installation Agreement”) is made by and between Cirrus Systems, Inc. and the Customer as of the Effective Date, as set forth in the Customer Purchase Agreement.

WHEREAS, the Customer is the owner, or authorized owner representative, of the Property where the Hardware is to be installed; and

WHEREAS, the Customer wishes for Cirrus to order its authorized installer (the “Installer”) to install Hardware on such Property in accordance with the terms and conditions of this Installation Agreement; and

WHEREAS, all Parties are duly authorized and capable of entering into this Installation Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

- 1. Service.** Effective as of Effective Date, Cirrus agrees to order its Installer to install hardware at Customer’s location (the “Property”), and Customer agrees to have Installer install Hardware on Property.
- 2. Consideration.** As consideration for this Installation Agreement, Customer agrees to pay the installation costs set forth in the Customer Purchase Agreement.
- 3. Customer Representations and Warranties.** Customer hereby represents and warrants to Cirrus as follows:
 - a. The execution, delivery and performance of this Installation Agreement does not violate any law or governmental rule, regulation or order applicable to the Customer;
 - b. Customer has all state, local, municipal, and city/town permits necessary for the installation of the Hardware and such installation does not violate any state, local, municipal or city/town, law, rule, or ordinance;
 - c. The installation of the Hardware is duly authorized by the Customer, and if applicable, the owner of the Property;
 - d. The Property contains the electrical and environmental equipment requirements for locating the Hardware thereon; and

- e. Customer acknowledges and agrees that it is solely responsible for ensuring Installer is able to access Property on the day of installation, and further agrees to provide any necessary access codes and have all applicable gates unlocked.
- 4. **Installation.** Customer understands and agrees that Installer may not be able to accommodate the exact installation date desired by Customer. Cirrus and/or Installer will attempt to communicate any changes to installation date, if different from the date desired by Customer. Customer is responsible for making any special requests known to Installer in advance of the installation. In the absence of direction from Customer, Installer will place Hardware on the Property based on their experience and discretion. If the Hardware installation needs to be in an exact location, Customer will mark the location where the Hardware is to be installed on the Property and provide a detailed map to Installer. Customer understands and agrees that acts of god, dangerous road conditions, equipment failure, and other situations may delay installation. Customer agrees to fully defend, indemnify, and hold harmless Cirrus and Installer for any expenses, damages, or losses arising from installation delay.
- 5. **Damage to Property.** Occasionally, Installer may cause damage to Customer's Property during installation. Customer agrees to first contact Installer to repair any such damage at Installer's expense. Installer will not be liable for repairs made by any Party other than an Installer authorized representative. Customer agrees that Cirrus is not liable for any damage to Property that Installer may cause.
- 6. **Sign Restrictions.** Certain areas have sign restrictions related to size, color, placement, and more. Such restrictions may be imposed by government (e.g. city) and/or private (e.g. Homeowner's Association) entities. Customer agrees that it is the responsibility of Customer to ensure compliance with all rules, laws, and or restrictions imposed by any entity.
- 7. **Amendment for Compliance with Local Codes and Regulations.** Customer acknowledges that local zoning, permitting, and code requirements ("Local Regulations") may affect the design, dimensions, height, orientation, or type of sign that can legally be installed at Customer's location. If, after initial permitting or upon receiving feedback from applicable authorities, Cirrus determines that the originally ordered sign cannot be installed as intended due to Local Regulations, Cirrus shall have the sole discretion to modify the design or specifications of the sign to ensure compliance. Such modifications may include, without limitation:
 - a. Adjustments to the overall height of the sign (raising or lowering as required by

Local Regulations); Should the height change by more than 20% in either direction then written approval must be obtained from the customer (email or SMS/text will be considered sufficient written approval)

- b. Adjustments to the overall display size (ft²) of the sign (decreasing or increasing as required by Local Regulations); Should the display size change by more than 20% in either direction then written approval must be obtained (email or SMS/text will be considered sufficient written approval)
- c. Conversion between pole, monument, or other sign types;
- d. Adjustments to the size or proportions of the LED display portion;
- e. Changes to incorporate static or non-digital portions as required by Local Regulations;
- f. Other minor adjustments deemed necessary by Cirrus to secure compliance or permitting approval.
- g. In order to meet local regulations, Cirrus may be required to, at its sole discretion, include modifications that include more than one of these criteria (as an example, a sign may be forced to change in overall height as well as proportions of LED)

Any such modifications will be made without the requirement for additional customer approval or the execution of a new or amended contract. Customers will never incur additional charges due to these modifications. If any required modification results in a significantly smaller or less costly sign, Cirrus will fairly adjust the customer's pricing to reflect the reduction in size or functionality. Conversely, should the required modification result in a larger or more costly sign, Cirrus may, at its sole discretion, either absorb the additional costs or elect to cancel the project and refund to the Customer any payments made, less directly incurred costs associated with permitting or site preparations.

8. Site Location Adjustments. Customer acknowledges that the proposed location for installation of the Sign may be subject to review and approval by local municipalities, zoning boards, permitting authorities, or may otherwise be impacted by factors such as property ownership boundaries, easements, utility rights-of-way, or required setbacks. In the event that the originally requested location for the Sign is determined to be non-compliant with applicable regulations or otherwise infeasible, Cirrus shall identify and propose an alternative location on the same property that is as close as reasonably possible to the requested location and complies with all legal, regulatory, and technical requirements. Customer agrees that such a relocation shall not constitute a breach of contract, nor shall it be considered grounds for cancellation or refund. Customer further acknowledges that Cirrus will have invested significant time and resources—including permitting, design, site visits, and other project management expenses—by the time the final permissible location is determined. Accordingly, the parties agree to proceed with installation at the revised location and continue to fulfill their obligations under this Agreement in good faith.

9. No Implied Waiver. The failure of either Party to insist on strict performance of any covenant or obligation under this Installation Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Installation Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

10. Governing Law. This Installation Agreement shall be governed by and interpreted in accordance with the laws of the State of New Hampshire, U.S.A., excluding its conflict of law principles. Cirrus and Customer hereby consent to the exclusive jurisdiction and venue of the local, state and federal courts of New Hampshire; provided, however, that any dispute arising hereunder between them shall be first submitted by the parties to non-binding mediation and if such mediation does not successfully resolve such dispute, then the parties shall be free to exercise all available legal and equitable rights and remedies. Notwithstanding anything herein to the contrary, either party shall be free to seek preliminary injunctive relief in a court of competent jurisdiction in order to protect its rights and interests prior to submitting any dispute hereunder to non-binding mediation.

11. Severability. If any term or provision of this Installation Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.

Entire Agreement. This Installation Agreement, together with the Customer Purchase Order and the General Terms and Conditions, constitute the final, complete and exclusive statement of the agreement of the Parties with respect to the installation of the Hardware, and supersedes any and all other prior understandings, both written and oral, between the Parties.