

The following terms and conditions apply to all on-site or remote services, and installations we provide, this includes maintenance and general systems service requests also known as 'service calls', as well as our home and building improvement services that include system design, equipment sales, installation of audio visual equipment, networking and other programming.. All collectively known as 'Services'.

## Agreement

This agreement is made between the Purchaser ( End-User, Buyer, You, Your, Customer, Client) and Iron Hill AV (Us, We, Contractor, Provider, Company), a division of HTAV Pros, LLC. You acknowledge that you are legally allowed to enter into this agreement, and understand these terms and conditions apply to any requested parts or services provided by Us. Your agreement to these terms is initiated automatically each time you submit via our electronic system an acceptance of: Estimates for work, scheduled appointments, or by making a deposit/payment for said work. This is considered consent to, or receipt of, the parts and or services.

## Payment Terms

Buyer agrees to make timely and complete payments upon request, payments are expected as follows:

- Approving any Estimate - will require a deposit - Estimates must be approved via our portal, deposit (if applicable) must be paid in full before any product is secured or work is scheduled.
- On-site Installation - Any open balances owed for the project, plus any incurred additional fees for parts or service is due in full upon substantial completion on the same day of completion.
- On-Site Service Calls - Payment for all services rendered and parts used is due in full upon substantial completion on the same day as service is rendered.
- On-Site Evaluations - Payment for this service will be due at time of scheduling
- Design & Estimation - Fees are due upon request prior to services being rendered, we typically collect these at time of the On-Site Evaluation if you wish to have us provide an Estimate.
- Remote or Administrative Services - Payments are due in-advance.

Payments can be made by calling our Customer Support team, or via our web Portal, or via one of our associates. We accept bank & credit cards. We accept checks in-person or via mail. We do not take cash.

- All payments must be paid to **Iron Hill AV** directly to be credited to your account. Payments can not be made to the name of any other persons, companies, contractors directly.
- Clients with Net payment terms - You may submit payment timely by mail via check.
- Over Payment (Account Credits) - If an overpayment occurs it will remain as a credit on the account until (a) a refund is requested or (b) it is applied to a new balance due.
- Financing - If you opted to finance all or a portion of your balance - the loan must be approved and the funds released to us before we will schedule completion of the associated project or service.
- If you Financed your remaining balance, you will be responsible for paying for any additional charges that might be incurred after financing was completed out-of-pocket, at time of service.

## Refunds

In the event you are owed a refund, we will issue all refunds at the end of the project. It will be issued back to the original form of payment on file, or via check. For refunds of financed funds you must contact the finance company you used, and request to cancel or reverse the financing agreement.

## Financing

All offers of finance are offered by 3rd party services, Iron Hill AV assumes no responsibility for these offers and can not be held liable for any action or inaction on the 3rd parties part. Loans can not be modified by Iron Hill AV. Loans are subject to credit approval. Your terms may vary. See the specific lenders agreement for complete loan offer details. See your Estimate for finance options & instructions.

## Cancellation and Termination

Both parties have a 'Right To Cancel'. To do so you must contact our Customer Support in writing via email. The following terms will apply to all terminations and cancellations:

### Request to Cancel within 72 Hours of approval -

- You may terminate this agreement in its entirety within 72 hours of submitting your approval and receive a full refund of any monies paid as a deposit toward the same project, **less a %5 fee**.
- If any portion of monies paid was financed, you can contact the finance company directly for cancellation or refund of that portion.

### Requests to Cancel after 72 hours of approval but *prior* to commencement of work -

- You may cancel your order prior to work commencing, or delivery of products, for a refund of any amount paid to date for this project, less a **cancellation fee of 8%** of the total project price.
- Special Order or Customized Products are not returnable or cancellable. The full price of these items will be deducted from the amount to be refunded, products will be delivered without install.
- If any portion of monies paid was financed, you can contact the finance company directly for cancellation or refund of that portion.

### Request to Cancel *after* work has commenced -

- You may initiate a 'stop work order' at any time, and cancel the remaining work to be completed for this project, for a prorated refund of any monies paid to date. This will be calculated as - less the amount of any labor already provided, any fees associated with stopping the project, and the price of any products already permanently installed or programmed.
- Special Order or Customized Products are not returnable or cancellable. The full price of these items will be deducted from the amount to be refunded, products will be delivered without install.
- A **cancellation fee of 15%** of the total original project price plus any subsequent Changer Orders fees or add-on items will be accessed after the work has been officially stopped, this will be deducted from any refunds owed. In the event your original deposits are not sufficient to cover the final balance due after all fees are calculated, you will owe the difference.
- If any portion of monies paid was financed, you can contact the finance company directly for cancellation or refund of that portion.

### Iron Hill AV Right To Terminate

- We may terminate this agreement in part or in-full, and consider the Scope Of Work complete, at our option, any time without penalty to us or the purchaser. And refund to the purchaser, a prorated amount not less than the amount of labor or materials prepaid but not delivered to date. Any monies owed to Us, will be due immediately upon request.
- If we decide to terminate this agreement due to negligence or breach of this contract by the purchaser, a **cancellation fee of 18%** of the total project price including any fees or add-on charges incurred during the project prior to the termination will be accessed after the work has been officially stopped. Any remaining balance owed will be refunded to the purchaser per our refund terms.

## Contract Amendments (Change Orders / Exchanges)

Changes or additions to the Scope of Work or Products may be allowed at management discretion - this is defined as any change or addition to the originally approved scope, product or services described in the Estimate. This is known as a Change Order, once the client approves, the additional parts & labor costs will be added to the final balance of the associated project. **Change Order fee of 5%** of the change total.

Product changes that require us to order new products may require additional deposits be made by the purchaser to secure the new items. Any remaining fees or credits due for the difference will be adjusted in the project's final balance due. Purchaser must submit a Change Order request in writing to Customer Support or in-person to our associate. Exchange of product may incur a **Restocking Fee of 10%** of the item price. Once items are permanently installed they may not be able to be returned or exchanged.

## Contract Amendments (Extenuating Circumstances)

In the event, due to circumstances beyond our control (such as global supply chain delays), we are unable to deliver product(s) or services that would normally be required to complete a project and collect for any final payments due, we may invoke our Right to Terminate the agreement. This will end the project and the Scope Of Work will be considered satisfied, per our Right To Terminate terms as noted above. Any balances owed to Us will be due upon request, and any balances owed the purchaser will be refunded. The purchaser may at their option arrange to have the remainder of the project completed at their cost as a separate new project at a later date once products or services are available, or circumstances change. Whenever possible, we will make every attempt in this situation to leave the purchaser with a functional, albeit possibly limited, but usable system or solution.

## Product Purchase & Availability

Your approval of the Estimate that includes products, or any Change Order for any product additions or exchanges, is considered the purchase date of those products. This is the final agreed upon price for that item(s), we do not adjust prices post purchase.

In the event major products become unavailable after approval of Estimate or Change Order we may offer alternatives like items to the purchaser, the purchaser has final approval, and will be responsible for any increase in purchase price. The purchaser is eligible for a refund for the difference of price if the replacement item is of lesser value. For non-major components we reserve the right supply alternate like equipment with the same or better specs without notice.

Product delays due to supply chain problems may occur, these delays may extend our delivery times. We can not be held liable for any project delays or costs incurred because of this, you will have the option to select an alternate product or postpone the install of the particular item till a later date (additional install fees may apply for additional visits).

## Authorization To Do Work

Your acceptance of the agreement is your authorization that you are the property owner, or have obtained the approval of the property owner, and have the legal ability to enter into this agreement for the work as outlined in the Scope Of Work with Iron Hill AV. And you authorize us to complete that work as outlined.

You understand and agree that someone over the age of 18 who can make decisions and payments for these services must be onsite and available at all times while our associates are onsite, unless a specific agreement is reached prior. No exceptions. We may leave the job site as-is if no one is available whether work is completed or not. You will be responsible for all charges up to that point and will be responsible for any new charges for return visits you may request to complete any prior work that was left unfinished.

## Overview of Work To Be Performed

Unless specifically noted on the Estimate, or on a separate document attached to the Estimate, all the details for each job will be outlined as a Scope of Work on the Estimate provided. No other documentation, email, or conversation will constitute an alternate scope in addition to or in lieu of the scope written on the Estimate, unless accepted in writing by us. If a change order is submitted it will be attached to the original order or the original scope will be updated accordingly.

## Out-of-Scope Work & Discovered Problems

If you are providing any other systems, parts, or services for us to interconnect your new system or services as part of the Scope Of Work. Or even just connecting new products to services such as your network, or internet connection. It is your responsibility to verify these systems and services are properly working at the time we provide our services to you. We assume when we prepare a Scope of Work where our supplied system needs to connect to or interact with other systems that they are fully and properly functional, unless the owner indicates otherwise. In which case we would recommend a separate service to correct that prior to our originally contracted work beginning. If it is an Out-of-Scope issue, we are not responsible for the servicing of it.

In the event we discover issues during installation or servicing of a system that these 'other' pre-existing services or systems are not properly functioning or performing to the extent it interferes with our ability to complete our original contracted work properly, this will cause a situation where we may need to stop the scheduled work till the problem is resolved. Diagnosing and correcting the issue(s) is considered out of Scope, and will incur additional charges from us, if it is an item or system we are able to help with.

## Use of Premises During Construction

We require reasonable unrestricted access to the site as needed to complete our work. And use of electrical outlets, restroom facilities, immediate loading and unloading areas, and parking throughout the project. It is your responsibility to advise us prior to work commencing any neighborhood ordinances.

Any applicable keycards, pass or pin codes for doors or gates, keys, etc. needed to access work areas or to gain entry to and from the parking areas or building should be given to our associates when they arrive.

## Contractors and Trade Partners

On occasion, and at our option, Iron Hill AV may employ trusted contractors or trade partners to assist our employees on-site and to complete certain phases of a project.

## Project Management

Larger projects often require coordination between Us and other trades, because of this charges for Designs, Drawing Preparation, Change Orders, Additional Site Visits, and similar may be included in your initial estimate, or may they be incurred throughout the project. You understand that these are considered required or necessary unavoidable instances, and in an effort to keep the project on schedule we will not be able to obtain your approval for additional charges for every single instance that may occur.

## Project Delays

We understand larger projects can very quickly become delayed from their original target completion date, but we have limits on how long we can store products and parts purchased for a project. As we must continue to operate and complete other projects on our schedule. While we will make every effort to accommodate when delays occur on your end, we do reserve the right for projects that are delayed over 60 days from original target date to require the purchaser to take delivery of products. If the purchaser can not make arrangements to store the product, we will charge a storage fee. This fee can range from \$100-175 per month depending on the quantity of equipment.

## Time Period

A Project will commence once all or enough necessary products and supplies required for the project are ready for delivery, on the date we approve, and that is agreed upon by the Purchaser. The project will end when the Scope Of Work has been satisfied.

## Materials & Equipment Damage or Theft

Any equipment and material theft or damage that occurs after we have delivered products to a jobsite is ultimately the responsibility of the purchaser. We are only responsible for damage or loss directly caused by or at the direct fault of its employees, contractors, and associates.

## Working Regulatory & Safety Requirements

It is the responsibility of all trades to provide a safe workplace for our associates, and other trades on site. Thus we may need to obtain any necessary permits or inspections pertinent to the completion of our part of the project to insure we are compliant. To that extent, we may require safety or permit documentation to be supplied to us before beginning any work. If it is determined that we need to obtain additional permits, or safety compliance, or prepare drawings that were not already determined ahead of time, then those charges for such will be additional and be incurred by the purchaser. This will be paid before any work continues. We reserve the right to stop work anytime without penalty to us, if we see fit that the work site is not in compliance with local, state or federal, or governing safety council mandates.

## Data Usage & Confidentiality

Confidential Information refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

We agree that we will not disclose, divulge or reveal, report or use, for any purpose, any Confidential Information which our associates may obtain, except as authorized by the Client or as required by law. The obligation of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement. We have in place physical, electronic and managerial procedures to safeguard your information.

To that extent, we may use non-personally identifiable information as follows:

- For the purpose of general marketing, advertising, tracking, analytics, such as photos or descriptions of work completed.
- We may temporarily or permanently store information, such as IP addresses, device credentials, network usage data, etc for the purpose of monitoring and remotely accessing your network or devices for the purpose of upkeep and maintenance.

Some products we provide or install may have their own data, privacy, and usage agreements. We take no responsibility for these 3rd party agreements between you and the manufacturer.

## Property Damages

We will cover the reasonable price to repair or replace any damage that is considered by us to not be something that occurs during the normal course of the work being completed. This includes major chips, cracks, scratches, dents etc that were directly caused by us or our tools.

What we do not cover is anything considered to be inevitable or acceptable based on the work being performed, in the immediate work area, this includes:

- Light soiling or debris on flooring or dirt or scuffs on painted or finished surfaces where the surface can be easily clean or touched-up.
- Patching of holes cut in surface for accessing or running wiring, as per the scope of work
- Any surface that is commonly accepted as inherently fragile or difficult to work with, such as real or artificial stones, glass, plaster, or other specialty covered or coated surfaces.

Damage claims must be submitted to us in writing within 72 hours of completion of service for consideration. We may choose a professional of our choice to assess the damage independently before any decision is made. Coverage is at our discretion.

## Guarantees and Warranties

We provide coverage for the services we render only. All other coverages are optional, or offered directly by the individual manufacturers of the products supplied.

### Workmanship Guarantee

Coverage is included with each project agreement at no charge and it covers all reasonable labor costs for any physical installation or programming issues that need to be resolved for a period not to exceed 90-days immediately following the completion date of the applicable service. In the event a product we supplied during the service becomes damaged as a direct result of our faulty workmanship, then we shall cover the reasonable costs associated with correcting that problem at our discretion.

This coverage is void if any person or company not associated with Iron Hill AV removes, moves, modifies, reprograms, otherwise alters our work in any way during the 90-Day period. This coverage does not act in lieu of any product warranties, and does not protect against defective products provided by us.

In the event we determine upon inspection a complaint against our workmanship is not in fact a problem of our workmanship we reserve the right to then charge the current service rate for the on-site service time.

### Product or System Warranties

All products installed are each covered by their own individual warranty, typically the manufacturer's warranty for new products unless otherwise specifically noted on your receipt. Used, Demo, or other open-box type products that we may sell may include a limited warranty, either from the manufacturer or Iron Hill AV, or may be sold As-Is with no expressed warranty, this will be noted on your receipt.

We may optionally offer third-party / extended coverage warranties for whole systems, or individual parts, these are underwritten and facilitated by those third party companies directly. For warranties terms refer to each individual product(s) or extended warranty declaration or website.

Warranty assistance is not specifically included with your purchase, but this may be available or covered by an optional support plan we offer (sold separately). Otherwise warranty facilitation provided by us will incur our regular service fees where applicable, and we will pass through any other fees not covered by your products warranty - such as removal and reinstallation labor, shipping and packaging fees, etc.

## Disposal & Recycling Notice

### Equipment Disposal & Recycling

We do not take old equipment and contact your local Solid/E-Waste authority for your local options.

### Equipment Packaging Disposal

Removal of packaging is not included unless specifically noted in the Scope Of Work. Fees Apply for disposal/recycling of packaging materials, and is offered at discretion of management.

## Regulatory Notices

### Broadcast Transmissions

There are strict FCC regulations governing the operation of wireless devices, Microphones, Wifi Transmission, & FM transmitters. It is ultimately the sole responsibility of the owner/operator to ensure continued conformity and obtaining any subsequent required registrations, permits, or licenses to operate the equipment legally after installation.

### Content Playback

Your equipment installation does not include any licensing for public playback of content. There are strict rules regarding playback of copyright content in public. While we install devices and systems that are capable of obtaining and playing back unlicensed content, the end-user is responsible and liable for that content that is actually played back, and for obtaining the proper licensing for such playback.

### Product Safety Conformity

Regardless of the items sold, installed, serviced by us to you. We can not insure all products will conform to local and federal regulations indefinitely. We can not be held responsible if any item becomes non-conforming due to any legislative or regulatory changes during or after the time we provided the items or services.

### PCI Compliance

PCI compliance is a systems wide self-assessment process the system owners must take on themselves. While we may offer professional advice as to which products and or system designs will be best for compliance, we are not responsible for the compliance itself, or the level of compliance a system may ultimately provide or not. With constantly changing compliance best practices, it is impossible for us to foresee future needs, and thus equipment may need to be updated or upgraded periodically to stay in compliance, at the owner's cost. We may offer as an optional service a systems review, this review and report would only serve as a guide and recommendations to help the owner improve their PCI compliance best practices, and expose any potential gaps or threats due to poor internal practices.

## Optional Service or Support Agreements

We may offer Service or Maintenance plans to you for additional coverage after-care for your purchase. These plans are completely optional, and carry their own terms and conditions separate from this agreement. Please refer to that plan's documentation included with your plan purchase for full details.

## Ownership Of Intellectual Property

Iron Hill AV may produce custom project designs such as standard drawings, advanced system drawings, as well as custom programming (the "Intellectual Property") for potential projects. And it shall remain the exclusive property of Iron Hill AV until such time a deposit to commence the associated project is made. We will transmit standard drawings upon request after deposit. However, advanced system drawings and custom programming files are only available after final payment, upon request.

## Services Specific Terms

### Service Call Billing

Service Calls (Time and Material or Repair type visits) are billed at our current hourly rate, with a minimum initial charge that includes arrival, inspection, and 30 minutes of onsite service. This initial minimum charge is required per visit. Each subsequent hour after is billed at our normal hourly rate. All Service Calls are chargeable visits unless specifically and explicitly explained to you at time of scheduling. These would be Call-Back Services and are free, this 'Call-Back Service' is also known as our '90-Day Workmanship Guarantee', see *Guarantees and Warranties* section for complete details.

### Device Replacement, Parts & Repairs

We may offer facilitation of warranty services on your behalf for certain brands. This is offered as a courtesy to you, by us, as part of your purchase. This typically means we will take care of the part or service request on your behalf with the manufacturer, and follow up on the approval for the warranty claim process for any qualifying product. In all cases you will pay all applicable shipping, service fee for our time, or other fees to us that we incur that are not covered by your product warranty explicitly. It is standard that manufactures do not cover **any** costs outside of the actual repair and return shipping of the item to you or us. All other fees will be your responsibility. Our standard service call rates apply for each visit, you can contact us for a complete up to date list of brands, coverages, and fees.

\*While for some brands we may replace parts - we do not offer electronic or other specialized component repair services, such as radio or amplifier repair. This service has no cash value or guarantee, and may be declined or rescinded at any time, without notice. We are not liable for the quality of work, or services offered, or rendered by 3rd parties.

### Replacement / Repair Parts Notice

Most product replacement parts may not be returnable once installed or energized, such as projector lamps, regardless of whether or not the item or part purchased fixes the problem.

In the event a device indicates specifically a specific part needs to be replaced or a specific procedure must be performed to correct the problem you are experiencing - that is what we will do. In the event we can not help you, we will advise you to contact the manufacturer directly for further assistance.

\*You will be responsible for payment of parts and services provided by us for any service, upon completion of the service, regardless of whether our services correct the problem or not. Contact our customer support team for complete details on your specific item, or the manufacturer, before approving any work to review all possible options and possible fees that you may incur.

### Remote Management Access

For continued support and service we may utilize special equipment, 3rd party services such as OvrC or Unifi or similar cloud access, to monitor your installed systems components via the internet. In the event you supply your own equipment to be integrated or installed by us, it may be accessed via our monitoring system as well. While this allows for remotely servicing devices and performing fixes and updates, this is a pay service that would still incur standard service fees just like any other on-site services we would perform in person. Some remote service benefits such as owner access to the OvrC Home App for self-help and advanced features such as WiFi control may be limited to only those customers who opt to subscribe to one of our service or support plans.

\*Your purchase of these types of devices is an agreement that we may add these devices to our monitoring system so that we may offer you these additional services. You may opt out of this, see section below.

### Remote Management Opt-Out



Clients who do not wish to have their equipment connected to our remote access services and monitored by us, may opt-out at any time by creating their own appropriate account compatible with the equipment. The equipment owner would need to perform a takeover to transfer each device's cloud access to their own account. These services may or may not charge a fee for the account. Once completed it will prevent anyone else from accessing the equipment.

If you need assistance transferring or releasing devices, we may be able to assist, for a service fee. Please contact our team for assistance for your specific devices.

### Remote Management Disclaimer

Remote monitoring hardware, software, apps, websites, and portals, collectively 'the service', is offered by Iron Hill AV as-is, these systems are made and operated by 3rd parties, we have no control over the quality of 'the service'. There is no guarantee that remote service abilities will allow us to fix or even diagnose any problems remotely.

We are also not responsible for any unforeseen or unexpected downtimes, malfunctions, errors, or other issues that may result in undesired operation of 'the service'. We can not be held liable for any losses or inconveniences associated with these issues. In the event 'the service' fails and prevents us from providing a remote function we would normally be able to do remotely - We may offer to schedule an on-site service in lieu of the remote option, standard on-site terms and charges will apply to all on-site service visits.

### Rental Equipment & Operators

Commercial clients renting equipment will be bound by the standard applicable terms and conditions of this Universal Service Agreement. However specific terms of rental maybe found on the proposal/quote, and these general terms for rental equipment apply:

Iron Hill AV the 'Owner', rents to You, the 'Renter'. You the 'Renter' rents from Us the 'Owner', subject to the terms and conditions of this Agreement:

We may arrive early to set up and normally remove equipment immediately after presentation, specifically for hourly type rentals. If this is a full or multi-day rental a removal day/time will be determined specifically based on available access to the site, whether during or after the event. In any case we must have clear adequate access to deliver, setup, and remove gear.

The specific details of placement, arrival times, etc. will be outlined on the proposal/quote sent to the responsible party making the agreement/payment. Payment of this quote will act as the official rental agreement, and agreement to all the terms and conditions held within the quote and this Universal Services Agreement.

In most cases an operator will be required with each rental, the operator fee will be charged in addition to the equipment, and will be outlined on the quote. In the event the equipment is not accompanied by one of Iron Hill AV operators, the Renter will be fully responsible for the safe operation and protection of the equipment for the terms of the rental agreement. Renter shall alert Owner to any damage to the Equipment. Renter shall be responsible for any loss or damage to Equipment and loss of use, diminution of the Equipment's value caused by damage to it or repair to it and missing equipment. Renter may be held responsible for damage due to negligence. Service or repair shall not be performed without the Owner's prior consent. Renter must carry insurance satisfactory to Owner equal to the value of the Equipment to ensure its full replacement, unless agreed otherwise in writing by Owner.

Operators provided by Iron Hill AV may be entitled or required by law to take breaks during the work day, this may include during event times, in some cases it may be necessary to hire multiple operators for overlap to prevent lapses in operational time.

Owner shall at all times retain ownership and title to the Equipment. Renter shall immediately notify Owner in the event Equipment is levied, has a lien attached or is threatened with seizure. Renter shall indemnify and hold Owner harmless against all loss and damages caused by such action. Equipment shall be deemed at all times to be personal property, whether or not it may be attached to any other property.

No failure of the Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Equipment by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

The Rental Agreement shall terminate on the date specified in the proposal/quote. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.

Payment for rental is due in full at time of scheduling, if for any reason the event needs to be canceled or rescheduled and we have yet to set up the system on-site, a new date or complete refund will be provided. After the system, refunds are not available.

## **Dispute Resolution**

If a dispute develops between the parties to this contract, they will submit to mediation to address any controversy or claim arising out of, or relating to this contract or relating to any change orders or other changes or addendums to this contract. Prior to the beginning of the mediation process, the parties may agree that if there is one or more disputed items that remain unresolved at the end of the mediation, the parties will proceed with binding mediation where the mediator will render a final and binding decision on those unresolved items, or the parties may elect to submit the remaining unresolved items to a med-arb procedure where a new and separate binding arbitration session will be scheduled to settle any unresolved issues remaining after the mediation session has been concluded. The parties must mutually agree to utilize binding mediation or arbitration or the parties will be bound only to participate in the mediation process. The mediation and/or arbitration shall be conducted by and according to the Mediation and/or Arbitration Rules and Procedures of a local Delaware based reputable dispute resolution mediator service for hire, to be chosen by Iron Hill AV at time of dispute. Both parties shall share the cost of the dispute resolution process equally up to and including the mediation settlement agreement or arbitration award although personal attorneys and witnesses or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties. As part of the decision of the mediator in binding mediation or as part of the Arbitration Award, the mediator or arbitrator shall award the prevailing party reasonable attorney's fees and reasonable expenses in any manner in which the mediator or arbitrator feels is fair and equitable to the parties. The Mediation Settlement Agreement and/or Arbitration Award shall be binding on the parties and shall be enforceable in any court of competent jurisdiction.