

Standard Terms and Conditions

1. GENERAL. As noted herein the term "ORCI" shall mean Open Roads Consulting Inc. and the term "Customer" shall mean the entity desiring to purchase goods and services from ORCI. These terms and conditions of sale contained herein apply to all quotations made and Agreements entered into by ORCI. These terms and conditions may in some instances conflict with some of the terms and conditions stated in the Customer's purchase order form and other communications to ORCI. Therefore ORCI's acceptance of Customer's order is made only on the express understanding and condition that insofar as the terms and conditions of this order acknowledgement and acceptance conflict with any terms and conditions of Customer's order, the terms and conditions stated herein shall govern, irrespective of whether Customer accepts these conditions by written acknowledgement, by implication, or by acceptance and payment for goods and services ordered hereunder. ORCI's failure to object to provisions contained in any communication from Customer shall not be deemed a waiver of the provisions of any invoice.

2. QUOTE VALIDITY. All prices are in US Dollars. Price quotations, unless otherwise stated, shall automatically expire thirty (30) calendar days from the date issued and may be cancelled or amended within that period upon notice to Customer. ORCI reserves the right to correct any errors in quoted pricing at any time prior to order acceptance. Prices quoted are based on the purchase of all products and services in the quantities quoted, unless otherwise indicated.

3. TERMS OF PAYMENT. All invoices are payable in US Dollars by means of business check, cashier's check, credit card or electronic funds transfer with terms of Net 30 Days (upon approved credit) unless otherwise agreed in writing by ORCI. Credit cards accepted are MasterCard, Visa, and Discover.

3.1. Progress Payments. ORCI will invoice at least monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labor, and services performed, both on and off the job site. Customer agrees to pay the full amounts invoiced, upon receipt of the invoice at the address specified by the Customer. Invoices not paid within thirty (30) days of the invoice date are past due and accrue interest from the invoice date to the date of payment at the rate of one and one half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed.

3.2. Suspension of Work. If ORCI, having performed work per Agreement requirements, does not receive payment within 30 days after submission of an ORCI invoice, ORCI may suspend work until Customer provides remedy. If Customer fails to make payment when due, ORCI may pursue any legal or equitable remedies, in which event ORCI will be entitled to reimbursement for costs of collection and reasonable attorney's fees.

4. SALES TAX. ORCI is required by law to collect all Federal, State, and Local sale, use, excise and similar taxes that apply to the Customer's order. These taxes are in addition to the prices for goods and services ordered. Since laws vary from state to state, please remit the correct tax for your area. If Customer claims exemption from tax, Customer must provide ORCI with an original signed tax exemption certificate acceptable to the taxing authorities. Without a valid signed tax exemption certificate on file at ORCI, all applicable taxes will be charged to the Customer.

5. DELIVERY AND TITLE. Delivery of equipment not to be installed by or with the assistance of ORCI is Ex Works, ORCI's warehouse in Austin, Texas, USA. Title for products shall pass to Customer upon pickup from ORCI's warehouse. Delivery of equipment to be installed by or with the assistance of ORCI, and delivery of equipment on GSA and Federal, State and Local government contracts is FOB Destination, at site of installation. Title for products purchased on government contracts shall pass to Customer upon delivery at destination.

6. DAMAGE OR LOSS. ORCI is not liable for damage to or loss of equipment and software after delivery. If thereafter, and prior to payment in full to ORCI by Customer, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of ORCI, the Customer agrees

promptly to pay or reimburse ORCI for such loss.

7. **WORKING HOURS.** Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m.–5:00 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests ORCI to furnish any such labor or services outside of these hours, any overtime or other additional expense occasioned thereby must be billed to and paid by Customer.

8. **PROPRIETARY INFORMATION.** All proprietary information obtained by Customer from ORCI in connection with this Agreement must remain the property of ORCI, and Customer may not divulge such information to any third party without prior written consent of ORCI.

8.1. Customer agrees that ORCI may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as ORCI submits any such document or statement to Customer for its approval, which may not be unreasonably withheld.

9. **WARRANTY AND LIMITATION OF LIABILITY.** ORCI warrants that all goods and services will be free from defects in material and workmanship for one (1) year. This warranty does not apply to defects resulting from Customer abuse, misuse, accident casualty, unauthorized servicing or modifications made by parties other than ORCI, alterations to product/system configuration, negligent use, power surges, lightning strikes, or application of current or voltages other than those specified by ORCI and the Original Equipment Manufacturer (OEM). Commercial warranties applicable to products supplied by third-party OEMs will be transferred to Customer. The warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first.

9.1. **Warranty Repairs.** All warranty claims will be validated to verify Customer claims of noncompliance. If noncompliance is verified by ORCI and is not due to abuse or any other exceptions cited in paragraph 9 above, ORCI will correct the service deficiency and at its discretion, repair or replace all defective products. Replacement products shall be warranted for the remainder of the replaced product's original warranty period. If ORCI is unable to repair or replace a nonconforming product, it may offer a refund of the amount paid to ORCI for such product in full satisfaction of ORCI's warranty. Maximum liability to ORCI is the cost of the product. In no event shall ORCI be liable for any special, incidental, or consequential damages.

9.2. **Non-Warranty Repairs.** ORCI offers non-warranty repair services under separate maintenance and service agreements under which ORCI may offer repair or recommend replacement for non-warranted products. The Customer shall be responsible for all repair or replacement costs and any freight charges associated with non-warranty repairs.

9.3. **Customer Furnished Equipment.** Customer Furnished Equipment includes all system components not originally provided by ORCI. ORCI does not warrant the serviceability or performance of Customer Furnished Equipment.

9.4. **Product Returns.** Materials returned to ORCI for warranty replacement, repair, or returns to stock, require a Returned Material Authorization (RMA) number. All materials must be shipped with all freight and other costs prepaid. No product returns will be accepted without an RMA number. ORCI will not accept return goods shipped C.O.D., unless prearranged with ORCI. For issuance of an RMA number, contact ORCI Integrated Security Systems Service at (512) 247-3700.

9.5. **THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND ORCI EXPRESSLY DISCLAIMS AND Customer EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED**

HEREUNDER. ORCI IS NOT LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECT OR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

10. INDEMNITY. ORCI agrees to indemnify and hold Customer and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under ORCI's negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) Customer gives ORCI immediate notice in writing of any such claims and permits ORCI, through counsel of its choice and ORCI's sole cost and expense, to answer the claims and defend any related suit and (ii) Customer gives ORCI all needed information, assistance and authority, at ORCI's expense, to enable ORCI to defend such suit. ORCI is not responsible for any settlement without its written consent. ORCI is not liable for loss or damage caused by the negligence of Customer or any other party or such party's employees or agents. This obligation survives termination of this Agreement.

11. LIMITATION OF LIABILITY. IN NO EVENT IS ORCI LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER.

11.1. DESPITE ANYTHING TO THE CONTRARY HEREIN, ORCI'S TOTAL LIABILITY ARISING OUT OF OR AS A RESULT OF ITS PERFORMANCE UNDER THIS AGREEMENT DOES NOT EXCEED THE AMOUNT OF THIS AGREEMENT.

12. EXCUSABLE DELAYS. ORCI is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, or any other cause beyond ORCI's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, third parties, or any other cause beyond the control of ORCI, any repairs or replacement must be paid for by Customer. In the event of any such delay, date of shipment or performance must be extended by a period equal to the time lost by reason of such delay, and ORCI is entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

13. SOFTWARE LICENSE. All software provided in connection with this Agreement is licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party.

14. DISPUTE RESOLUTION. With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of security systems, the Parties agree that any controversy or claim between ORCI and Customer arising out of or relating to this Agreement, or the breach thereof, must be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator is final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security must be resolved in a court of competent jurisdiction.

15. MISCELLANEOUS. This Agreement represents the entire Agreement between Customer and ORCI for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

15.1. This Agreement is governed by the laws of the State where the work is performed. If the work is to be performed outside of the United States of America, this Agreement is governed by the laws of the State of Virginia.

15.2. Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations is deemed stricken, and all remaining provisions continue to be valid and binding upon ORCI and Customer, who agree that this Agreement must be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

15.3. Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of ORCI. ORCI may assign its right to receive payment to a third party.

15.4. Customer warrants that none of the equipment sold to Customer will be resold, transferred, exported, or used in any way by Customer or third party end users in violation of any laws, regulations, transaction or export controls, or economic sanctions imposed by the United States Government with regard to any other state, government or political entity.

16. **WORK BY OTHERS.** Services ORCI will provide under this Agreement specifically exclude professional services which constitute the practice of architecture or engineering unless specifically set forth in the Scope of Work. Customer or Owner will specify all performance and design criteria that ORCI will follow in performing Work under this Agreement. If professional design services or certifications by a design professional related to systems, materials, or equipment is required, such services and certifications are the responsibility of others. To the fullest extent permitted by law, Customer indemnifies and holds harmless ORCI and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 17. This indemnification survives termination of this Agreement for whatever reason. Nothing in this Section 17 may be construed to require that Customer indemnify and hold harmless ORCI from claims and costs resulting from ORCI's negligent actions or willful misconduct.

17. **TERMINATION.** By Customer. Customer may terminate this Agreement for cause if ORCI defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Work in accordance with this Agreement, after giving ORCI written notice of its intent to terminate. If ORCI has not, within seven (7) business days after receipt of such notice, acted to remedy and make good such deficiencies, Customer may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expediently. Upon request of ORCI, Customer will furnish to ORCI a detailed accounting of the costs incurred by Customer in finishing the Work. If the unpaid balance of the contract price exceeds the expense of finishing the Work, the excess must be paid to ORCI, but if the expense exceeds the unpaid balance, ORCI must pay the difference to Customer.

17.1. By ORCI. ORCI may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within seven (7) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, ORCI may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

18. **ACCEPTANCE OF THE WORK.** Upon receipt of notice by ORCI that the Work is ready for final acceptance inspection and sign-off, Customer will participate in such final inspection and issue acceptance within three (3) business days. Acceptance will be in a form provided by ORCI, stating that to the best of Customer's knowledge, information and belief, and on the basis of Customer's on-site visits and inspections, the Work has been fully completed in accordance with the terms and conditions of this

Agreement. If Customer finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of ORCI, Customer will notify ORCI in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Customer agrees that failure to inspect and/or failure to issue proper notice of non-acceptance within three (3) business days constitutes final acceptance of the Work under this Agreement. Customer further agrees that partial or beneficial use of the Work by Customer or Owner prior to final inspection and acceptance will constitute acceptance of the Work under this Agreement.