



GENERAL TERMS AND CONDITIONS

Effective August 18, 2025

All provision of and/or purchases of Equipment, Systems and/or Services (as defined below) under any Purchase Document with Clear Direction IQ, LLC ("Company"), located at 492 Lear Hill Road, Unity, NH 03773, and the party named in such Purchase Document, along with its Affiliates (collectively, "Customer"), is and shall be subject to the following additional general terms and conditions posted on Company's website at

<https://www.ClearDirectionIQ.com/general-terms-conditions> from time to time ("Terms and Conditions") as of the date(s) specified in the Purchase Document (the "Effective Date"). By approving and executing any Purchase Document, Customer hereby agrees to and shall be bound by the following Terms and Conditions:

1. DEFINITIONS: In addition to the terms defined elsewhere in the Agreement, the terms set forth in this Section 1 shall have the following meanings:

(a) "Agreement" means these Terms and Conditions, all Purchase Documents, and all such other documents, schedules, exhibits and attachments that the parties' authorized representatives mutually agree to in writing from time to time.

(b) "Affiliates" means any entity which directly or indirectly controls, is controlled by or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

(c) "Equipment" means the products and goods, as well as all applicable periphery components, ordered by Customer from Company pursuant to the Purchase Documents.

(d) "Order Form" means the quote, purchase order, change order or any related ordering documents approved and executed by Customer and Company that represent the initial purchase of the Equipment, Services and/or System, any changes thereto, and any subsequent purchases and ordering documents that from time to time are approved and executed hereunder by Customer and Company and expressly refer to in the Agreement. Company and Customer agree that any additional or different terms or conditions proposed by Customer in any other purchase order, quotation, acknowledgment or other document are hereby deemed to be material alterations of the Agreement and notice of objection is hereby given, and any such proposed terms or conditions shall be void ab initio.

(e) "Purchase Document" means any and all Order Forms and/or Statements of Work. All Purchase Documents are and shall be deemed incorporated herein by reference.



(f) "Services" means any services to be performed by Company under the Agreement, including any professional services, implementation consulting services, management consulting services, information technology services, training services, analytics services, and delivery and/or installation services associated with or related to the Equipment and any related System components, as all are described in the Purchase Documents.

(g) "Statement of Work" shall mean any document executed by Company and Customer describing the Services, deliverables, milestones, project plans, acceptance criteria and any other items related to the provision or delivery of implementation services and other related Services provided by Company to Customer.

(h) "System" shall mean the Equipment, communications systems and any related components ordered by Customer from Company pursuant to the Purchase Documents, as well as all Services by Company related thereto.

2. INVOICES & PAYMENT; DEFAULT; TERMINATION:

(a) Customer agrees to the pricing and payment methods set forth in the Purchase Documents and shall pay Company all of the fees and charges agreed to in the Purchase Documents, subject to these Terms and Conditions. Unless otherwise stated in a Purchase Document, all fees and costs shall be paid in accordance with the payment schedule set forth in the Agreement. If the parties agree on any change to the System and/or Services before the In-Service Date (as later defined herein), then Company will adjust the fees, purchase price and installation date accordingly. Company does not provide price protection, and the costs, prices, fees and expenses in the Purchase Document have been calculated based on the then-current prices and availability for labor, components, products, equipment, and general component IT materials. However, the parties acknowledge that the market for such personnel, components, items and materials may be (or is considered to be) volatile, labor shortages are possible, and sudden price increases or fluctuations could occur. Customer shall be responsible and pay for the then-prevailing prices and any and all adjustments or increases to prices due to tariffs, material shortages, product availability, labor unavailability, or any other event beyond Company's control, and Company is permitted and entitled to an equitable price increase and adjustment in the Purchase Document. Customer shall pay all applicable freight, sales, use or excise taxes on the same terms as any other fees and charges pursuant to the Agreement. Unless otherwise stated in the Purchase Documents, all Equipment, Services and related System deliverables will be invoiced to Customer at time of delivery to Customer's designated address/location. Unless otherwise stated in the Purchase Documents, all payments shall be made in United States dollars no later than 30 days after the invoice date, payable in full, without reduction for any



setoff, withholding or other claims (except with respect to charges or fees then under reasonable and good faith dispute as evidenced in a writing promptly sent by Customer to Company prior to the payment due date). Customer shall pay interest on any past due balance at the rate of 1½% per month (excluding reasonably disputed payments); however, said aggregate rate shall not exceed the maximum rate allowed under state law. If any payment is not received when due, then Company reserves its right to remove the System and terminate the Agreement, as well as seek all appropriate legal remedies at law or in equity. Provided neither party is in default under the Agreement, if Customer desires to cancel the Agreement before the In-Service Date, then such cancellation must be in writing and Customer shall pay all Company's charges for preparation, installation and removal of the System at Company's then-current prevailing rates and fees plus all restocking or return fees assessed or charged by any and all manufacturer(s) and/or distributor(s) for the Services, Equipment and/or System components. Company will apply any payment received from Customer to these charges and will refund any balance. If a deficiency results, Customer shall pay such deficiency within 30 days of receipt of any invoice for such deficiency.

(b) The Agreement shall commence as of the Effective Date and shall continue until terminated as set forth in the Agreement. If either party fails to perform any material obligation under the Agreement or violates any material obligation under the Agreement or violates any material term or condition of the Agreement, and such failure or violation is not cured by the defaulting party within 30 days following receipt of written notice of default from the other party, then the non-defaulting party shall have the right to terminate the Agreement upon written notice to the defaulting party. Also, either party may terminate the Agreement immediately upon giving written notice to the other party in the event a party: (i) files for bankruptcy; (ii) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it; (iii) passes a resolution for its voluntary liquidation; (iv) has a receiver or manager appointed over all or substantially all of its assets; (v) makes an assignment for the benefit of all or substantially all of its creditors; (vi) enters into an agreement or arrangement for the reorganization of its debt obligations or any class of such debt obligations; or (vii) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated.

(c) In the event of any termination, nonrenewal or expiration of the Agreement: (i) if Customer finances this purchase, then Company will refund amounts paid by Customer upon receipt of payment in full from such third party lessor/lender; (ii) except as may otherwise be provided in a Purchase Document, Customer shall pay and compensate Company for all Equipment



purchased and/or Services satisfactorily performed prior to such date, as well as any System deliverables provided prior to such date that satisfies any and all applicable specifications; (iii) if Customer reasonably requests in writing and at Customer's cost and expense, Company may cooperate with Customer in completing any work in progress and other such matters which may require Company's assistance; (iv) within five (5) business days of any termination or expiration of the Agreement and subject to full payment being made by Customer hereunder, Company will deliver to Customer all deliverables, whether completed or in progress, as well as all materials which were furnished to Company by Customer or which were prepared or procured by Company for any Services; and (v) Company will cooperate with Customer in transitioning any work in progress to a successor service provider or to Customer and will otherwise cooperate with Customer as reasonably requested to prevent disruption to Customer's operations.

(d) In addition to all other rights and remedies available to Company hereunder, at law or in equity, if Company is and/or continues to be ready and able to perform the Services, purchase the Equipment and/or any such related items under the Purchase Documents, and Customer delays, continues to delay and/or fails to act or respond or fails to take steps to permit or allow Company to proceed, access or perform under and pursuant to the Purchase Documents for a period of ten (10) consecutive business days, then Company reserves the right to put the Customer in "hold" status immediately and Company may, and is permitted and authorized by Customer hereunder, to invoice and bill Customer immediately for any and all Services, Equipment, and/or costs and expenses incurred by Company for and under the Purchase Documents, whether fully or partially performed. Without limiting the foregoing, Customer shall be deemed in "hold" status when Company cannot reasonably continue Services or work due to factors outside Company's control, including, but not limited to, awaiting a Customer response or required resources. The invoice will reflect time logged through the "hold" date, and Services and work will resume only upon Customer's re-engagement. Customer acknowledges that, in such circumstance(s), Company may close-out and finalize the applicable Order Form and/or Statement of Work, and thereby require a new or re-issued Order Form and/or Statement of Work if Customer requests (and if Company agrees to) re-activation or additional Services, Equipment and/or related items hereunder. Exceptions may be made at the sole discretion of Company in cases where the delay is due to circumstances beyond Customer's reasonable control. Also, Customers with an applicable service level agreement (SLA) shall be subject to the terms set forth in such SLA in the event of any conflict hereunder.

4. ACCEPTANCE: Unless otherwise expressly agreed to by the parties in writing, the System, Equipment and/or Services are accepted and shall be deemed accepted by Customer no later



than as of the In-Service Date. Customer agrees to execute a certificate of acceptance in a format approved by Company. Notwithstanding Customer's acceptance hereunder, in conjunction with Section 2(a) of these Terms and Conditions, Customer shall be responsible and pay for the then-prevailing prices and any and all adjustments or increases to prices due to tariffs, material shortages, product availability, labor unavailability, or any other event beyond Company's control, and Company is permitted and entitled to an equitable price increase and adjustment in the Purchase Document.

5. **CHANGE ORDERS:** Company will reasonably accommodate Customer-requested changes prior to the In-Service Date pursuant to a written Order Form executed by both parties reflecting an adjustment in the System price and installation date. If any Customer-requested change requires and triggers additional labor, a restocking or return fee, or similar fee, then Customer shall be responsible for the costs and expenses associated with such additional Services, labor, fees or charges at the then-current prevailing prices and costs. Any provisions contained in Customer's purchase orders or other similar document that would add to, delete or vary Company's obligations or rights under the Agreement are hereby rejected and shall not become part of the Agreement.

6. **TAXES/FREIGHT CHARGES:** Customer shall pay and be responsible for all foreign, federal, state and local taxes (sales, excise, use, personal property, value-added, etc.), shipping and transportation charges, insurance, freight and carriage charges, and export or import duties which may be now in force or enacted in the future and imposed or applicable to the sale and/or delivery and/or installation of the Equipment, Services and System deliverables as may be required hereunder. The parties agree that the Services hereunder may include the procurement of Equipment, System components and related tangible System items by Company for Customer, as well as the installation of such Equipment, System components and items by Company. The parties agree that Customer shall be and is responsible for, and shall pay, any and all such taxes as aforesaid, shipping and transportation charges, insurances, freight charges, carriage fees, and any export/import duties which may be applicable to the sale and/or delivery of the Equipment and deliverables, as well as to the performance of any warranty work on the Equipment and deliverables of the System as may be required under the Agreement. Customer shall and hereby does indemnify and hold Company harmless from any claim, loss, damage, liability or expense incurred with regard to the payment of any such taxes, shipping and transportation charges, insurance, freight and carriage charges, or export/import duties, or related charges. If Customer is exempt from the payment of any such taxes, then upon execution of the Agreement Customer shall provide Company with a current, valid tax exemption certificate authorized by the appropriate taxing authority. Company may request,



and Customer shall provide, current and/or updated valid tax exemption certificates at any time and from time to time hereunder.

7. **RESPONSIBILITY FOR TELECOMMUNICATIONS CHARGES, COSTS AND TAXES:** Customer is solely and exclusively responsible for selection, implementation and maintenance of any and all security features for defense against unauthorized access or usage. Customer is solely responsible for payment of all Internet, service provider and other telecommunications charges incurred through use of and/or access to the System, as well as any and all taxes, assessments and government-related charges related thereto.

8. **COMPANY RESPONSIBILITIES:** Company shall use its best efforts to (a) provide strategy and implementation schedules for all Services hereunder; (b) provide detailed breakdown of all Services performed and tasks assigned; (c) maintain technical documentation of the Services provided; (d) provide ongoing technical assistance to address Services, System and/or Equipment issues and problems; (e) assist Customer internal and external service personnel with communications, Equipment and installation; (f) maintain appropriate documentation of all Equipment and communications activity(ies); (g) maintain an appropriate level of qualified and experienced technical staff; and (h) conduct its business in such manner as will reflect favorably on Customer and not engage in any deceptive, misleading, illegal or unethical business practices.

9. **CUSTOMER RESPONSIBILITIES:** For all purposes hereunder, Customer shall: (a) allow Company access for installation, inspection, testing and performance of any required activity; (b) maintain current environmental conditions and electrical service for all networking equipment; (c) provide environmental conditions and electrical service required by all new or modified Equipment; (d) authorize Company, at Customer's expense, to make Service requests upon third parties for System interconnection requirements, including obtaining circuit service for testing; (e) designate trash deposit points on each floor on which the System is to be installed where Company will place waste for removal by Customer; (f) cooperate with Company's requests for assistance in testing or installation; (g) designate and identify an individual to serve as Customer's primary contact; (h) immediately notify Company of any anticipated delay or inability to meet any of the above requirements; and (i) take all necessary steps, at its own expense, to remove or contain any asbestos or other hazardous substance from or at Customer's premises where Company's representatives may be or are installing the System components. Customer's failure to meet and/or maintain such requirements and responsibilities shall entitle Company to terminate the Agreement without further obligation to Customer. If Company so terminates, then Customer shall reimburse Company for expenses incurred in performing the Agreement until termination.



10. INDEMNIFICATION: Customer hereby agrees to indemnify, defend and hold harmless Company and its directors, officers, employees, agents, attorneys, Affiliates, subsidiaries and successors-in-interest from and against any and all losses, damages, judgments, liabilities, costs and expenses (including court costs and reasonable attorneys' fees), suffered or incurred by Company as a result of or arising out of (a) any representation or warranty by Customer in the Agreement, or in any exhibit or schedule or in any instrument or agreement delivered in connection herewith, proving to be false, incorrect or inaccurate, (b) any attempt (whether or not successful) by any person to cause or require Company to pay any liability of, or claim against, Customer of any kind, and/or (c) any breach or violation by Customer of any of its covenants and obligations under the Agreement or any agreement or instrument delivered in connection herewith. The indemnity will not apply unless Company (1) gives written notice to Customer within 15 days of receipt of service of any such claim, (2) fully cooperates with Customer in the defense of the claim, and (3) provides Customer with information and assistance in defending the claim. This indemnity shall not apply to any claim, or portion thereof, that arises from any negligent or willful act or omission by or attributable to Company. Upon the occurrence of any event referenced herein for which Company is entitled to indemnification, Company shall have all of the rights and remedies available to it at law, in equity, in bankruptcy or otherwise. Nothing herein shall be deemed to limit or restrict in any manner any rights or remedies available at law, in equity or otherwise against Customer based on a willful misrepresentation or willful breach of warranty by Customer hereunder.

11. RISK OF LOSS: Risk of loss or damage to the System that is not caused by Company shall pass to Customer on delivery to the designated Customer address if Company installs the System, or upon delivery to the carrier or pickup by Customer if Company does not install the System. Subject to the limitations set forth herein, Company's sole liability and obligation with respect to damage to the System directly caused by Company is limited to repair or replacement, at Company's option, of the damaged item(s).

12. LIMITATION OF LIABILITY:

(a) UNDER NO CIRCUMSTANCES, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL COMPANY BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER OR CUSTOMER'S CLIENTS, OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN CONJUNCTION WITH AND SUBJECT TO THE FOREGOING, TO EXTENT



PERMISSIBLE UNDER APPLICABLE LAW, COMPANY'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO COMPANY HEREUNDER FOR THE SPECIFIC JOB, WORK, ORDER FORM, AND/OR STATEMENT OF WORK THAT IS THE SUBJECT OF CUSTOMER'S ALLEGED CLAIM.

(b) COMPANY SHALL HAVE AND BEAR NO OBLIGATION, RESPONSIBILITY OR LIABILITY FOR THE USE OF EQUIPMENT OR SERVICES PROVIDED UNDER THE AGREEMENT IN CONNECTION WITH ANY LIFE SUPPORT SYSTEMS OR SIMILAR MEDICAL DEVICES. COMPANY SHALL HAVE AND BEAR NO OBLIGATION, LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH OTHER THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT THE SYSTEM. COMPANY MAY FROM TIME TO TIME PROVIDE ADVICE OR RECOMMENDATIONS RELATED TO THE SYSTEM, EQUIPMENT AND SERVICES DESCRIBED IN THE AGREEMENT, BUT CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO THE PROVISION OF SUCH ADVICE, RECOMMENDATIONS AND/OR ANALYSIS.

(c) UNDER NO CIRCUMSTANCES SHALL COMPANY HAVE ANY OBLIGATION, RESPONSIBILITY OR LIABILITY TO CUSTOMER WITH RESPECT TO ANY PRODUCT OR SERVICE PROVIDED BY OR INTRODUCED BY A THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, INTEGRATIONS THAT ARE ENABLED BY, INTO OR WITH THE SYSTEM.

13. MANUFACTURER WARRANTIES/LICENSES: Warranties provided by the manufacturers or suppliers shall be the sole and exclusive warranties for the System and its components. All terms, conditions and warranty periods are defined in each individual manufacturer warranties and maintenance agreements, and Customer is responsible for all paperwork associated with registration and responsibilities associated with manufacturer warranties and agreements. With respect to System software, Customer shall be entitled to a nonexclusive license from the software publisher(s) to use operating system software provided with the data communications System in accordance with the terms and conditions of the software publisher's license(s). Customer shall acquire no other or additional interest in or right to such software. Customer shall not change or copy the software (except for archive copies) or make it available to persons who do not need it to operate the System. Customer is responsible for all paperwork related to any registration requirements and responsibilities associated with software publisher licenses, warranties and agreements. All other software provided in conjunction with the System is licensed to Customer under the license provided by the software publisher. Support of such software is not provided by Company under the Agreement.



14. THE WARRANTIES STATED IN THE AGREEMENT ARE IN LIEU OF, AND COMPANY HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL OTHER WARRANTIES FROM OR BY COMPANY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN ANY LIFE SUPPORT SYSTEM OR SIMILAR MEDICAL DEVICES. COMPANY MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY SOFTWARE OR FIRMWARE HEREUNDER. COMPANY DOES NOT PROVIDE ANY WARRANTIES REGARDING THE ACCURACY OF DATA OR INFORMATION PROVIDED BY THIRD PARTIES. COMPANY SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELAYS, INTERRUPTIONS, SERVICE FAILURES AND ANY OTHER PROBLEMS ARISING FROM CUSTOMER'S USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR ANY OTHER SYSTEMS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN COMPANY AND CUSTOMER. COMPANY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITED WARRANTIES EXPRESSLY SPECIFIED HEREIN.

15. DELAYED PERFORMANCE/FORCE MAJEURE: If performance under the Agreement is delayed by acts of God, war, riot, embargo, acts of the Government in its sovereign capacity, labor difficulties, unavailability of equipment or parts from vendors, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault of the party affected, such party, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from its performance), provided that the party so affected shall use reasonable efforts to remove such causes of nonperformance and shall proceed whenever such causes are removed or cease.

16. CONFIDENTIALITY: The parties agree that they will not disclose or disseminate any Confidential Information to any person or entity other than each of its respective employees, agents, officers or directors who will be directly involved in the performance of the Agreement, and where such Confidential Information is obtained by the other party as a result of its relationship with the other party or the other parties' agents, employees, suppliers or the provisions of the Agreement. "Confidential Information" includes but is not limited to, Equipment or System information, information gained as a result of access to any on-line systems, training information, or information of any kind that is disclosed in oral, written, graphic, machine recognizable, and/or sample form, and which is not excluded from any obligation of confidentiality herein. The receiving party will not disseminate the Confidential Information except to its employees, agents, officers or directors who will be involved directly in the permitted use of the Confidential Information. The receiving party will use the same degree



of care, but no less than reasonable care, to avoid disclosure of such information as the receiving party employs with respect to its own confidential information. The receiving party shall have no obligation with respect to disclosure and use of information to the extent such information: (a) becomes available generally to the public, or is received from a third party independent of the disclosing party, without a breach by the receiving party of a confidentiality obligation to the disclosing party; (b) is developed independently by the receiving party; or (c) is required to be disclosed by operation of law. All information furnished to the receiving party by the disclosing party shall, unless otherwise specified in writing by the disclosing party, remain the property of the disclosing party; and the written information, and any copies or extracts thereof, shall either be promptly returned to the disclosing party upon its written request or destroyed at the disclosing party's option. No license or right in or to any information is granted under the intellectual property laws of any country.

17. NON-SOLICITATION: While the Agreement is in effect and for a period of one (1) year after its termination, Customer shall and will not, on its own behalf or on behalf of any of its principals, agents, shareholders, officers, directors, consultants, advisors, members, managers, owners, partners, limited partners, joint venturers, employees, trustees, or in any other capacity whatsoever, directly or indirectly, either alone or in conjunction with any other person or entity, be a party to or assist in any solicitation of any current or active employee, technician, or member of Company (the "Company Restricted Class"), or seek in any way to take away, hire, employ or endeavor to persuade or entice any of the Company Restricted Class to leave their employment or cease to provide their personal or professional services to and for the Company. Customer agrees that a violation of this Section 17 shall result in irreparable and incalculable damage to the Company and its business and operations, and Customer covenants, agrees and acknowledges that, if Customer takes any action or actions in violation of this Section 17, the Company shall be entitled to receive injunctive and equitable relief restraining Customer in connection with such violation, in addition to any other remedies available to Company at law or in equity. Also, the Customer covenants, agrees and acknowledges that, if the Company makes a claim or files an action against the Customer to enforce the provisions of this Section 17, the Company hereby agrees to waive the restrictive covenant and release the claim or action made but only if the Customer shall immediately pay to Company, as and for liquidated damages, and not as a penalty, an amount equal to the greater of: (a) two-and-a-half (2.5) times the total gross wages of the Company Restricted Class individual as reported by Company in Box #1 (Wages, tips, other compensation) on IRS Form W-2 for the preceding full calendar year, or (b) two-and-a-half (2.5) times the pro-rated gross wages of the Company Restricted Class individual calculated by taking the gross wages of the Company Restricted Class individual as reported by Company for payroll purposes for the time employed by Company divided by the



number of bi-weekly pay periods employed by Company and multiplied by twenty six (26), which amounts Customer agrees is a fair amount to pay as liquidated damages hereunder. Nothing herein shall prevent (or require) the parties from mutually agreeing, in writing, to an alternative fair payment as liquidated damages hereunder.

18. DISPUTE RESOLUTION: Except as expressly provided herein, in the event of a controversy or claim between the parties arising out of or relating to the Agreement, the parties agree to attempt to negotiate a compromise of the controversy or claim for a period of thirty (30) days following a party's receipt of written notice of the controversy/claim from the other party. If the parties are unable to reach a compromise, then the parties shall submit their dispute to mediation with a mutually agreeable and independent mediator from a slate of mediators proposed by the Company's accountant. The parties shall work with and through the mediator for a period of sixty (60) days following the expiration of the above initial 30-day negotiation time period in order to resolve the dispute. In the event the negotiation and mediation process fails, then said dispute shall be settled, except as may otherwise be provided herein, by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the arbitration award shall be binding and conclusive upon the parties. The arbitration award may be entered as a final judgment in any court having jurisdiction thereover. Any dispute as to whether a controversy or claim is subject to arbitration shall be submitted as part of the arbitration proceeding. Legal costs, attorneys' fees and any other expenses associated with the arbitration shall be assessed in favor of the substantially prevailing party as determined by the arbitrators. All arbitration proceedings shall be conducted by a panel of three (3) arbitrators.

19. HIPAA: If Customer is under the jurisdiction of and is subject to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the parties acknowledge that any information created or gathered about patients of Customer is and shall be confidential and such use and disclosure is and shall be governed by state and federal laws ("Patient Information"). Each party agrees to the following: (a) to take all reasonable measures to safeguard the confidentiality of Patient Information and to prevent its inadvertent or unauthorized release; (b) to comply with all rules and regulations relating to the patient confidentiality, including, without limitation, the privacy and security rules of HIPAA, or any successor regulation; (c) to maintain adequate plans and processes in place to safeguard against the unauthorized use or disclosure of protected health information; (d) to hold all protected health information received under the Agreement in strictest confidence and to ensure that all handlers of such information are required to treat such information as confidential; (e) to report to the other party any unauthorized use or disclosure of such information of which it becomes



aware; and (f) to ensure any subcontractors or agents to whom it provides protected health information solely for the purpose of performing the Agreement agree to be bound by and comply with the same restrictions and conditions contained herein.

20. PUBLIC SCHOOL PROVISIONS: The following provisions shall apply only if Customer is a public school and local government unit in and under the laws of the Commonwealth of New Hampshire:

(a) Clearances. Company will be solely responsible for the acts of its personnel, whether of commission or omission, and for all other charges and liabilities arising out of the employer-employee relationship or other contractual relationship with Company's personnel including, without limitation, liabilities under any civil rights laws, wages and hour laws, equal employment opportunity acts, any union, welfare and pension contributions and the expense of prosecuting, defending or complying with the award in any labor arbitration proceeding. Only Company's personnel who are performing any installation services associated with the System and System Equipment and who shall have contact with children/students at Customer's campus and/or facilities shall be required to have clearances required under Act 34, Act 151 and Act 114 and further shall comply with all requirements of the Child Protective Services Law, at the request of the customer.

(b) E-Rate Funding Contingency. The Agreement is subject to and contingent upon Customer's application for and receipt of funding from the "E-Rate" program, which is also known as the Schools and Libraries Program of the Universal Service Fund administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). Within ten (10) days of Customer's receipt of notice from the USAC and/or the FCC as to the amount and timing of Customer's pending receipt of E-Rate funds, Customer will notify Company as to whether or not it will proceed with the Agreement based on the E-Rate funding to be received. If Customer elects to not proceed with the Agreement, then the Agreement shall terminate between the parties. If Customer elects to proceed with the Agreement or fails to notify Company within the 10-day period, then Customer shall be deemed to have agreed to be bound by the Agreement and to proceed with the terms and conditions set forth between the parties. Customer acknowledges and agrees that Customer is solely responsible for all payments under the Agreement, and if Customer elects to proceed (or is deemed to have elected to proceed) with the Agreement, then any deficiency in E-Rate funding to cover the costs and expenses under the Agreement shall be the sole responsibility and obligation of Customer. Based on this contingency, Customer acknowledges and agrees that Company may wait and/or delay performance under the Agreement until such contingency is removed or waived by the parties hereunder.



(c) NH Right to Know Law. (i) The New Hampshire Right-to-Know Law (the "RTKL"), 65 P.S. §§ 67.101-3104, shall apply to the Agreement hereunder. Unless Company provides Customer, in writing, with the name and contact information of another person, Customer shall notify Company using the information provided by Company in the contact information provided in the Agreement if Customer needs Company's assistance in any matter arising out of the RTKL. Company shall notify Customer in writing of any change in the name or the contact information within a reasonable time prior to the change. (ii) Upon notification to Company that Customer has received a request for records under the RTKL, Company shall fully assist Customer in responding to the request. Such assistance shall include providing Customer within three (3) days, access to, and copies of, any document or information arising out of the Agreement in Company's possession that Customer deems a Public Record ("Requested Information") and providing such other assistance as Customer may reasonably request in order to comply with the RTKL. If Company is unable to provide the Requested Information within three (3) days for one of the reasons specified in the RTKL, then Company must immediately notify Customer that it will need up to an additional twenty-five (25) days, and must provide in writing the reason the additional time is needed. If Company fails to provide the Requested Information to Customer within the period specified in this provision, the failure shall be considered an event of default and Company shall indemnify and hold Customer harmless for any damages, penalties, detriment or harm that Customer may incur as a result of Company's failure. If the Office of Open Records or the New Hampshire Courts determines that a record in the possession of Company is a public record, liquidated damages of \$100 per day will be assessed for each calendar day beyond the date Company was required to provide the record by the Office of Open Records, or upon appeal, the New Hampshire Courts. (iii) Customer's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Company agrees not to challenge Customer's decision to deem the Requested Information a Public Record. If Company considers the Requested Information to be a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, then Company will immediately notify Customer as such, and will provide a written statement signed by a representative of Company explaining why the requested material is exempt from public disclosure under the RTKL within five (5) days of being notified of the request by Customer. If, upon review of Company's written statement, Customer still decides to provide the Requested Information, then Company will not challenge or in any way hold liable Customer for such a decision. (iv) Customer will reimburse Company for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable. (v) Company agrees to abide by any decision to release a record to the public made by the Office of



Open Records, or by the New Hampshire Courts. Company agrees to waive all rights or remedies that may be available to it as a result of Customer's disclosure of Requested Information pursuant to the RTKL. Company's duties relating to the RTKL are continuing duties that survive the expiration of the Agreement and shall continue as long as Company has Requested Information in its possession.

21. **AUTHORIZATION TO OBTAIN CREDIT REPORTS:** By approving and signing the Purchase Documents and/or agreeing to the Agreement, Customer hereby provides written authorization to Company to obtain Customer's personal and/or corporate credit profile from one or more national credit bureaus. Such authorization shall extend to obtaining a credit profile in considering the Agreement and subsequently for the purposes of any updates, renewals or extensions of such credit or any additional credit and for reviewing or collecting the resulting account(s) hereunder.

22. **MISCELLANEOUS:** The definitions of terms in these Terms and Conditions shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms and any reference to one gender shall include the others. Any reference to a party shall mean Customer or Company, as appropriate. Any use of the word "including" shall mean "including without limitation." No suit, action or demand for arbitration arising out of the Agreement may be brought by a party more than two (2) years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state law. Company may assign the Agreement without restriction, but Customer may not assign the Agreement without Company's prior written consent; provided, however, Customer may assign its rights and obligations under the Agreement to a third party lessor or lender acceptable to Company or may cause the third party lessor or lender to issue a purchase order in a form acceptable to Company, and notwithstanding such assignment or third party purchase order, Customer will remain responsible for performance of its obligations under the Agreement, including payment and indemnity hereunder. Either party's failure to enforce any of the provisions of the Agreement, or to exercise any right is not a waiver of any such provision or right, and shall not affect the validity of the Agreement. Notices required by the Agreement shall be in writing and shall be sent by a method which obtains a written receipt. Notices shall be sent to the address listed on the Purchase Document until such address is changed by written notice. The parties agree that the internal laws of the Commonwealth of New Hampshire shall govern the validity of the Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties, without regard to any conflict of laws, rules or principles that might refer the governance, construction, or interpretation to any other



jurisdiction. Any action or proceeding against any of the parties hereto relating in any way to the Agreement or the subject matter hereof shall be brought and enforced exclusively in the Court of Common Pleas of Unity County, New Hampshire, or if subject matter jurisdiction exists, in the United States District Court for the Western District of New Hampshire, Unity Division, and the parties hereby consent to the exclusive jurisdiction of such courts in respect of such action or proceeding. Any provision of the Agreement prohibited by applicable law shall be ineffective without invalidating the remaining provisions of the Agreement, unless the general intent of the Agreement would be negated. The section headings in the Agreement are for convenience only and shall not be considered in its interpretation. No subsequent agreement shall change, modify or discharge the Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. No representations or warranties, express or implied, have been made or relied upon in the making of the Agreement other than those specifically contained in the Agreement.

23. INDEPENDENT CONTRACTORS: Company and Customer are independent contractors, and under no circumstances shall the contractual relationship between the parties be deemed or construed as one of agency, partnership, joint venture, employment or other than the relationship of independent contractors, nor does either party have any authority to act on behalf of or bind or commit the other in any manner. Each party shall be solely responsible for the conduct and any omissions of its employees and other representatives.

24. IMPORT/EXPORT REQUIREMENTS: The parties agree and acknowledge that the Confidential Information may be subject to export controls under U.S. Export Administration Regulations. Each party represents and warrants that it will: (a) remain in compliance with all legal requirements associated with those controls; (b) cooperate fully with any audit related to these controls; and (c) not utilize the Confidential Information in any country that is embargoed by the U.S. government.

25. ENTIRE AGREEMENT; SUBSEQUENT APPROVALS: The Agreement, including all Order Forms, Purchase Documents, exhibits, schedules and attachments, constitutes the entire agreement of the parties pertaining to the subject matter herein and supersedes all prior agreements negotiations and representations, whether written or oral, concerning such subject matter. Notwithstanding the foregoing, the parties agree that any new Purchase Documents entered into by the parties and/or each renewal of the Agreement through Customer's purchase of Equipment, continuation of Services, and/or access or use of System components or Services shall constitute an acceptance, approval, confirmation and reaffirmation of the then-existing Terms and Conditions issued by Company hereunder. To the extent of any conflict or inconsistency between the provisions in the body of the Agreement and in any exhibit,



addendum, or any Purchase Document, the terms of such exhibit, addendum or Purchase Document shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase orders or in any other Customer ordering documentation or acknowledgment (excluding the Purchase Documents) shall be incorporated into or form any part of the Agreement hereunder, any such additional or different terms are hereby deemed to be material alterations of the Agreement and notice of objection is hereby given and all such proposed terms shall be null and void ab initio.

26. ELECTRONIC SIGNATURES APPROVED: Pursuant to and in recognition of the United States Electronic Signatures in Global and National Commerce (ESIGN) Act (15 U.S.C. Sec. 7001 et seq.) and the Uniform Electronic Transactions Act, relating to or enabling the creation, execution, delivery, or reconciliation of any contract or signature by electronic means, the parties agree and acknowledge that electronic signatures of the parties are accepted and shall be equivalent to a hand-signed and/or faxed signature of any Purchase Document or the Agreement hereunder. The parties agree and approve the use of electronic documents and the signature and execution of them electronically. To this end, no Purchase Document, contract, signature, or record shall be denied legal effect solely because it is in electronic form.

