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QUOTATIONS & PRICES: All prices are in US Dollars and, unless otherwise specified by Inovonics in a separate written agreement or quotation, are subject to change without notice. Quotations are valid only for the period stated therein and may be changed or withdrawn at any time prior to acceptance. Quotations to non-U.S. Buyers are solicitations for offers to purchase. Clerical or typographical errors are subject to correction. Quoted prices and delivery dates are valid only for the quantities, terms, and payment schedule specified. Prices do not include, and Buyer is responsible for payment of, any applicable sales, use, value added, goods and services, excise, property, customs, stamp, documentary, import/export or other taxes, tariffs, fees, duties, withholdings, or like charges, whether domestic or foreign, related to the products and/or services supplied hereunder. Any such amounts paid by Inovonics (including amounts payable upon subsequent audit) will be invoiced to and payable by Buyer unless Buyer provides an exemption certificate acceptable to the applicable taxing authority.

ORDERS & ACCEPTANCE: Orders must be presented in writing or via electronic means acceptable to Inovonics and will be binding upon Inovonics only when accepted by written or electronic acknowledgement. Inovonics reserves the right, at its option and without liability, to refuse any order, in whole or in part, or to specify an alternate delivery schedule if orders from all sources exceed its inventory or ability to deliver. Inovonics may allocate available inventory and production in its sole discretion. Where orders are placed, acknowledged, and/or invoiced by electronic transmission, the data transmitted will be deemed "in writing" and "signed," and any printout of electronic transmissions maintained in the ordinary course of business will be considered an "original" and admissible as between the parties to the same extent and under the same conditions as other records maintained in documentary form. Inovonics shall be entitled to assume that persons placing orders on behalf of Buyer (electronically or otherwise) are authorized to do so and to accept the terms and conditions herein.

CHANGE & CANCELLATION: Changes requested by Buyer after order acceptance must be submitted in writing and are subject to written acceptance by an authorized representative of Inovonics. Costs and/or delays resulting from such changes will be solely determined by Inovonics and binding upon Buyer. Accepted orders may be cancelled by Buyer only if written notice is provided to Inovonics prior to shipment of any part thereof and only upon payment of such reasonable cancellation charges as Inovonics may request, which may include, without limitation, tooling, work-in-progress expenses, and other costs and commitments incurred by Inovonics toward fulfillment of the order. Inovonics' performance is subject to approval of Buyer's credit, and Inovonics, with reasonable cause, may cancel or suspend performance of any order if Buyer fails to meet any of its obligations as provided herein.

PAYMENT TERMS: Unless otherwise specified in Inovonics' quotation or order acknowledgement, payment terms for U.S. Buyers are net 30 days from date of invoice, subject to approved credit at the time of order invoicing. Orders from outside the U.S. require advance remittance by wire transfer; alternate international payment terms are considered upon request. Deposits or down payments, if any, are non-refundable; no discount for early payment is authorized without Inovonics' written consent. Payment terms will not be affected by any delay in delivery, installation or acceptance; provided, however, that if product shipment is delayed due to Buyer's acts or omissions, payment will be due on the scheduled shipment date, and products will be stored by Inovonics' at Buyer's expense and risk for the duration of such delay. Partial shipments are billed as made and payable on the terms above. Inovonics reserves the right to modify payment terms or require prior payment, letter of credit, or COD when, in the opinion of Inovonics, Buyer's financial condition or previous payment record so warrants. If Buyer becomes delinquent in any payment due, Inovonics in its discretion may take any and all actions permitted by law, including set

off, and may institute credit hold procedures on all open orders. Future orders will not be confirmed until the account is brought current, including any outstanding interest charges. A service charge of 1.5% per month will be charged on all past due balances. If Inovonics deems it necessary to refer an account to an agent or attorney for collection, all costs and expenses of collection (including without limitation reasonable attorneys' fees) will be charged to Buyer's account, up to the maximum amount allowed by law.

DELIVERY & INSPECTION: All deliveries are FCA Inovonics' facility (Incoterms 2010). Title will pass upon issuance of the carrier's bill of lading and, if not previously accepted, receipt of delivery by or on behalf of Buyer will constitute acceptance of these Terms. Buyer may specify the method of shipment and carrier; Inovonics will make such selections if Buyer fails to do so within a reasonable time prior to delivery. Products will be packaged for shipment in accordance with Inovonics' standard commercial practices; any special packaging will be provided at an additional charge. However, Inovonics will not be responsible for loss or damage in transit. Buyer is responsible for payment of all freight, transportation, inspection, and insurance charges and any special delivery, expediting, installation, special packaging, or service charges in addition to the product price. Inovonics will endeavor to deliver accepted orders promptly; it is understood, however, that dates indicated for delivery or performance represent Inovonics' best current estimates only and Inovonics will have no liability for failure to perform within such dates. Buyer must inspect all products upon arrival and provide written notice to Inovonics, within ten (10) business days, of any claim for shortage or other nonconformance. If Buyer fails to give timely notice, all products will be deemed accepted. Use or resale of products in any manner after delivery (regardless of whether installation has occurred) shall also constitute acceptance by Buyer. Any claim for loss or damage in transit should be made directly to the delivering carrier.

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RETURN POLICY: Except in the case of valid warranty claims, no returns will be accepted after 30 days or without a Return Material Authorization (RMA) number from Inovonics Technical Service. The RMA number is valid for 30 days from issuance and must appear on all shipping documents and related correspondence. Products returned without an RMA number may be returned to Buyer freight collect. Returned products must be in the same condition as when they were shipped by Inovonics and in their original, unopened packaging.

Returned products must be sent by Buyer freight prepaid and properly boxed to prevent damage in transit. INOVONICS WILL NOT ACCEPT ANY C.O.D. PARCELS. Inovonics will inspect returned products upon receipt and issue any applicable credits based on the condition of the products and the terms of this policy. For stock items returned, Inovonics may charge a restocking fee of up to twenty-five percent (25%) of the invoice price. Special order, build-to-print, end-of-life/last time buy, or custom products are non-returnable. After 30 days, all sales are final.

LIMITED WARRANTY: Products manufactured by Inovonics are warranted in accordance with the following limited warranties. These warranties extend only to the original Buyer and may not be transferred to end users of the Products ("End-Users") or any third parties, by operation of law or otherwise. Such warranties are in force only upon payment in full for the product(s) to be warranted. Inovonics' applicable warranties shall be those in effect on the date of purchase, which Inovonics may alter or terminate in whole or in part for future product sales at any time, without prior notice. No employee, agent, dealer, reseller, or other person is authorized to modify, vary, or extend Inovonics' warranties as set out herein, nor to assume for Inovonics any other liability in connection with its products.

Limited Three (3) Year Warranty Hardware Products: Inovonics warrants that all hardware products manufactured by Inovonics will be free of defects in materials and workmanship under normal use in accordance with Inovonics' installation and operating manuals for a period of three (3) years from the date of manufacture stamped on or inside the Product or, if there is no such date stamped on or inside the Product, then for a period of three (3) years from date of invoice.

Limited One (1) Year Warranty Software Products: Inovonics warrants that all Inovonics Software will perform substantially in accordance with the operational features of Inovonics' published specifications as set out in the applicable user manual when installed and used in accordance with the applicable user manual and Inovonics' then-applicable End User License Agreement for a period of twelve (12) months from date of installation. Inovonics does not warrant that the function of the Software will meet Buyers' requirements or that operation will be uninterrupted or error free. Buyer and each End-User assumes responsibility for selecting the Software to achieve its intended results and for the use and results obtained from the Software, and shall be responsible for providing and maintaining current back-ups and industry standard, updated, virus protection and firewall programs for all systems and data. Except as stated above, Software is provided "AS IS."

Limited Remedy: To exercise the warranty, Buyer must obtain a Return Material Authorization ("RMA") Number from Inovonics Technical Support and return the product, freight prepaid, to Inovonics' factory within the applicable warranty period. End-Users may exercise warranty claims only through an approved Inovonics channel partner, who will arrange all details of shipment. The RMA number is valid for 30 days from issuance and must appear on all shipping documents and related correspondence. Products returned without an RMA number may be returned to Buyer freight collect. Products returned to Inovonics within the applicable warranty period and found to be defective by factory inspection will be repaired or replaced with new or refurbished products or parts, at Inovonics' option and without charge, and returned to Buyer freight prepaid. The repaired or replacement product is then warranted under the terms of the applicable limited warranty for the balance of the original warranty term or for 90 days, whichever is longer. Inovonics will not be responsible for any other costs or charges of any nature, including without limitation costs of dismantling, disassembly, de-installation, removal, or reinstallation. If Inovonics is not able, using reasonable efforts, to cure or correct a defect, Inovonics' sole obligation shall be to refund an equitable portion of the purchase price paid to Inovonics for the affected Product. Any replacement of Products may be made by substitution of similar or upgraded Products having the same or similar functionality.

Third Party Products, Accessories, or Attachment Products: Products not manufactured by Inovonics, including without limitation accessories, attachments, or batteries used in conjunction with Inovonics equipment, are warranted, if at all, only by the original manufacturer and only if and to the extent set forth in the original manufacturer's warranty. Inovonics does not warrant any third party products, all of which Inovonics provides "AS IS." Inovonics will not be liable for any direct, incidental, consequential, or other damage or loss of any nature with respect to such third party products or failure of any third party to perform under its warranty or for any damage, loss or defect caused by

the malfunction of any Inovonics product due to products, accessories, or attachments of other manufacturers (including batteries) used in conjunction with Inovonics products. Inovonics' warranties do not include replacement of batteries used to power Inovonics products.

Advance Replacement: Inovonics will advance replace defective equipment that has failed upon initial installation (out-of-box failure) with new equipment for a period of 60 days from the original date of shipment. All replacements will be invoiced at shipment and credited upon receipt of the defective product. Invoices will remain outstanding if the returned product does not qualify under the advance replacement terms. Please contact Customer Service to see if your product is eligible for Advance Replacement.

Exclusions: Any warranty claim, support claim, or liability is excluded, and Buyer shall be solely responsible, for any claim, damage or liability arising out of (1) improper installation, (2) accident, theft, tampering, abuse, misuse, extraordinary wear and tear, or neglect, including without limitation contamination (by liquid or otherwise), lack of routine care or maintenance, or maintenance by an unauthorized third party service provider; (3) improper use or other failure to follow Inovonics' installation and operating instructions, including use or operation of Products outside of normal or specified operating or environmental conditions, or in a manner not authorized in the applicable documentation, (4) damage, defects, problems, malfunctions, or failures created by third party equipment, parts, components, accessories, software, services, or attachments (either internal or external), including batteries, not manufactured, supplied, and installed by Inovonics or their use or interface with Inovonics' Products, including without limitation Wi-Fi or other signal interference from other technology, equipment, services, or installations; (4) acts of God, computer viruses, or other causes external to the products, including without limitation fire, flood, water, lightning, power surges and other incidence of excessive or insufficient (or lack of) voltage, or (5) latent defects discovered after expiration of the applicable warranty period. Modification, repair, wiring or rewiring or alteration of a Product or re-engineering/reprogramming of a Product, other than as specifically authorized by Inovonics in writing, is prohibited and will void all warranties. Inovonics does not warrant that the safety and alerting/signaling features/functions of its Products are invulnerable or immune from operator error or from being disabled, misused, bypassed or otherwise defeated or that such features/functions will prevent unauthorized, fraudulent and/or improper use (see "Conditions & Limitations, below). Inovonics' responsibility shall in all events be limited to repair or replacement of the failed or defective product, and shall not include any further liability for, or arising out of, any Buyer or third party products.

TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING LIMITED WARRANTIES AND REMEDIES ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, OBLIGATIONS OR LIABILITIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. WHEN, UNDER APPLICABLE LAW, IMPLIED WARRANTIES MAY NOT BE EXCLUDED IN THEIR ENTIRETY, SUCH WARRANTIES WILL BE LIMITED TO THE DURATION OF THE APPLICABLE WRITTEN WARRANTY.

Installation and Operating Manual and Troubleshooting: Users should read all installation and operating manuals thoroughly before operating the products. In the unlikely event that Buyer encounters difficulty operating the products, the installation and operating manual should be consulted before contacting Inovonics technical support for assistance. Inovonics does not warrant the Installation and Operating Manuals which Inovonics provides "AS IS".

Conditions & Limitations: Users and subscribers must understand that no form of wired or wireless communications is 100% error-free or instantaneous, and Inovonics does not claim or guaranty that its products will in all cases provide adequate, accurate, or instantaneous warning, location identification, or personal protection. In addition, Inovonics' warranties are subject to the following additional exclusions, conditions and limitations:

- **Warning:** It is important that Users follow all installation, operation and maintenance instructions. Users are required to conduct product and systems tests at least once each week. Changes in environmental conditions, electric or electronic disruptions, misuse, and tampering may cause the product not to perform as expected.
- **Warning:** Users are responsible for exercising all due prudence and taking necessary precautions for the safety and protection of lives and property wherever Inovonics products are installed. Inovonics requires that Users provide adequate system level supervision to provide early warning of system malfunction and/or intermittent operation whenever used in applications affecting life safety. Users are warned that unsupervised devices are subject to undetected failure due to malfunction, battery failure, tampering, or changes in environment.
- **Warning:** Users must recognize that even a properly installed and maintained security, life safety, medical alert, nurse call, mobile duress, or other alarm or notification system may only reduce the risk of events such as burglary, robbery, assault, personal injury, and fire. It does not and cannot ensure or guarantee that such events will not occur or that there will be no death, personal injury and/or damage to property as a result of such events. Inovonics does not claim that its products may not be compromised and/or circumvented, or that its products will prevent any death, personal or bodily injury, and/or loss or damage to property resulting from burglary, robbery, assault, fire or otherwise. Inovonics shall have no liability for any death, loss, injury, or damage of any nature, however incurred, based on a claim that Inovonics' products failed to function properly or accurately.
- **Interruption of Service:** Inovonics does not guarantee uninterrupted service, and will not be liable if the services are interrupted by strikes, riots, acts of God such as floods, storms, earthquakes, fires, or lightning, power failures/power surges and other incidence of excessive or insufficient (or lack of) voltage, insurrection, interruption or unavailability of the internet or telephone service, faulty internet or telephone lines, faulty or unavailable internet/cellular/radio transmitters and/or receivers, damage or destruction to, or malfunction of, equipment or facilities, WiFi or other signal interference from other technology, equipment, services, or installations at or near the installation site, or any other cause beyond Inovonics' reasonable control. Inovonics shall not be liable for any failure to provide services while any such interruption continues, and user subscriptions may be suspended or terminated at Inovonics' option, should equipment or facilities become so damaged that the further continuation of services is no longer sustainable.

PRODUCT SPECIFICATIONS & VALIDATION: All products, when delivered by Inovonics, will conform to Inovonics' specifications; however, Buyer will be responsible for validation of each specific product application and any use of products as a component of or in conjunction with any products not provided by Inovonics for such purpose, including all necessary testing and qualification, and will put in place all necessary systems and protections to ensure that any failure or defect relating to the Products will not result in other or further damage. Inovonics reserves the right to discontinue or change the design or specifications of any product or component at any time, and will use commercially reasonable efforts to notify Buyer of any decision to discontinue products or material changes in specifications affecting form, fit or function.

USE RESTRICTIONS & REQUIREMENTS: Buyer is responsible for compliance with all applicable laws, regulations, codes, recommendations and requirements of government authorities and for obtaining all required governmental clearances, certifications, permits, and licenses pertaining to the purchase, delivery, import, export, transfer, sale, disposition, installation, operation, and use of the products, Software, and documentation supplied hereunder, including any use or sale thereof with or as a component of Buyer or third party products, it being understood that Inovonics makes no warranty of any kind regarding compliance with such requirements. Buyer may not (a) modify, alter, disassemble, or make any changes to products or other items provided by Inovonics, or permit any other person to do so, without Inovonics' prior written consent; (b) import, export, sell, transfer, service, store, or otherwise handle, distribute or use any product or item supplied hereunder in any manner prohibited by applicable laws and regulations, including all applicable export control laws, restrictions and regulations, or contrary to any written warning or instruction given by Inovonics herein, in the product documentation, on Inovonics' website, or otherwise; or (c) make any representations or

warranties on behalf of Inovonics as to the quality, merchantability, fitness for a particular use, or other features of the products. Each party shall defend, indemnify and hold harmless the other from all liabilities, claims, losses, damages, and expenses (including without limitation reasonable attorneys' fees and expenses) arising out of any breach of these terms and conditions, except as expressly limited herein.

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LIMITATION OF LIABILITY: Any action against Inovonics arising out of the products or transactions to which these terms apply must be brought within 2 years after the cause of action arises or performance hereunder is completed or terminated, whichever first occurs. Such action must be brought in the courts of the State of Colorado or of the United States located in Boulder County, Colorado, and Buyer submits to the jurisdiction of such courts for the purpose of any such action. **INOVONICS' AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE FOR ANY AND ALL CAUSES WHATSOEVER SHALL BE LIMITED TO THE TOTAL PURCHASE PRICE PAID OR PAYABLE TO INOVONICS UNDER THE APPLICABLE PURCHASE ORDER. IN NO EVENT WILL INOVONICS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT LOSSES OR DAMAGES, HOWEVER CAUSED, WHETHER FORESEEABLE OR NOT, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, STRICT LIABILITY, INDEMNIFICATION, OR OTHERWISE, NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.** Buyer acknowledges that these limitations of liability are a material part of the bargain between the parties and are reflected in product pricing, which would be higher without these limitations.

FORCE MAJEURE: Neither party will be liable for non-performance or delay in performance of any obligation (other than payment of sums due) to the extent caused by events or circumstances beyond its reasonable control and without negligence on its part, provided that the affected party uses reasonable efforts to avoid or remove any causes of non-performance and continues performance with reasonable dispatch whenever such causes are removed. For delays resulting from any such causes, performance will be correspondingly extended.

GOVERNING LAW: These Terms and Conditions all transactions to which they may apply, and any disputes arising out of products or services supplied hereunder, shall be governed by the laws of the State of Colorado and the United States of America, excluding any conflict of law provisions thereof. The United Nations Convention on Contracts for The International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any international discovery and service of process conventions will be inapplicable.