

SALES AGREEMENT TERMS AND CONDITIONS

IMPORTANT, READ CAREFULLY. This Sales Agreement (the “Agreement”) is a legal contract between you (the “Customer”) and PointWatch Systems LLC (the “Seller”).

BY CLICKING THE “I ACCEPT” BUTTON BELOW, OR BY SUBMITTING A PURCHASE ORDER REFERENCING THIS AGREEMENT, CUSTOMER INDICATES ACCEPTANCE OF THESE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY BELOW. IF CUSTOMER DOES NOT ACCEPT THESE TERMS, PLEASE DO NOT ACCEPT THE AGREEMENT, OR PLEASE SELECT THE “I DECLINE” BUTTON AND EXIT NOW.

- 1. General:** The Product(s) described in the purchase order referencing or submitted under this Agreement are provided by Seller to the Customer subject to these terms and conditions. The terms and conditions as herein written shall supersede all previous communications, agreements, or contracts, written or verbal, and no understanding, agreement, term, condition, or trade custom at variance herewith shall be binding on Seller. No waiver or modification of the terms and conditions hereof shall be effective unless in writing and signed by both parties. Any term contained in any purchase order or other document that is different from, inconsistent with, or additional to Seller’s terms and conditions shall be void.
- 2. Price.** The purchase price of the Products does not include sales, use, excise, or similar taxes applicable to the sale of Products hereunder, or their use by Customer. Furthermore, the purchase price does not include the costs of Product installation, Product maintenance, or Product repair.
- 3. Payment:** Customer shall make all payments in accordance with the terms specified in the purchase order referencing this Agreement. If no other payment terms are specified, Customer shall pay fifty percent (50%) of the total payment at the time the order is placed, and the remaining fifty percent (50%) is due thirty (30) days from the date of Seller’s invoice therefor. All payments to Seller by or on behalf of Customer must be made in U.S. Dollars via wire transfer or automated clearinghouse (“ACH”) (or other funds transfer method designated by Seller) pursuant to written instructions provided by Seller from time to time. Any payments identified as “non-refundable deposits” shall be deemed fully earned by Seller upon receipt irrespective of any early termination of this Agreement, right to set off or any other reason whatsoever. Any payment not made when due shall bear interest at the rate equal to the lesser of (a) eighteen percent (18%) per annum and (b) the highest rate allowed by law. All amounts required to be paid to Seller pursuant to this Agreement are exclusive of all taxes, customs, tariffs and duties, all of which Customer will solely be responsible for, will pay in full when due and will indemnify Seller against. Invoices shall be sent to the postal address on the face of this Agreement in the signature block unless otherwise notified by Customer. In the event that Seller, in its sole and absolute discretion, shall deem Customer’s financial condition to be unsatisfactory, Seller have the right to (i) limit the amount of credit that Seller may extend to Customer for the purpose of Products hereunder, and delay manufacture or shipment of Customer’s orders based upon said limitations; (ii) require full or partial payment in advance; (iii) ship Products to Customer C.O.D., or require payment to be secured by letters of credit; (iv) require written guarantees of payment satisfactory to Seller; or (v) cancel or refuse to accept or fill any order from Customer then outstanding or thereafter placed.
- 4. Shipments.** All shipments of Products hereunder shall be made at Customer’s sole expense and unless otherwise provided herein, shall be made Seller F.O.B. point of shipment. Title and risk of damage to or loss of Products shall pass to Customer upon delivery by Seller to the carrier. This Agreement is based on current freight rates and the price for Products is subject to adjustment in the event that a change in such rates affects Seller’s cost of performance hereunder. Prices quoted are for furnishing and shipping complete, or in accordance with the delivery schedule specified therewith, the quality or quantities listed for each item. Should shipping releases or schedules be changed therefrom for any reason beyond Seller’s control, Seller reserves the right to invoice according to quantities or parts shipped.
- 5. Time of Shipment.** Customer orders shall be processed in order of their acceptance by Seller, and Seller shall use its reasonable efforts to ship Products specified in accepted customer orders in accordance with its manufacturing schedule. Shipment dates are acknowledged to be estimates only, and Seller shall not be liable for failure to ship or for delays in shipment occasioned by the contingencies set forth in Section 17 below.
- 6. Allocation of Goods.** In the event of shortages of Products for any reason, Seller shall have the right to allocate available Products in a fair and reasonable manner among its customers in such manner as Seller, in its sole and absolute discretion, may deem appropriate.
- 7. Examination of Product(s).** Customer shall examine Products promptly upon receipt of delivery from the transportation company. Customer shall advise the transportation company of any damage or shortage thereof prior to acceptance of the Products from the carrier and, except for any latent defects, shall advise Seller of any claim with respect to shortages or damages within ten days after receipt thereof. Failure to so advise the transportation company and the Seller shall relieve Seller from any claim by Customer for shortages or damages and shall constitute a waiver by Customer of all claims with respect to said Products.
- 8. Reimbursement:** In the event that Seller institutes collection activities and/or litigation to collect sums owed by Customer, Seller shall be entitled to, and Customer shall promptly reimburse, Seller’s reasonable attorneys’ fees and costs, court costs, expert witness fees and dispute resolution-related expenses incurred by Seller in connection with such collection activities and/or litigation.
- 9. Intellectual Property:** Customer acknowledges and agrees that the Product(s) are subject to patents and/or patents pending and the Product(s), the Product(s) design and any literature pertaining thereto (including, without limitation, sales literature and manuals), and any and all intellectual property rights therein, any modifications or additions thereto and all related materials are proprietary to Seller and/or its licensors. Customer further acknowledges and agrees that as between Customer and Seller, Seller owns all right, title and interest in and to any and all intellectual property rights in and to the Product(s), including any modifications or additions thereto, whether made by Seller or any other person (collectively, the “Product(s) IP”). Customer acknowledges and agrees that no rights in any Product(s) IP are assigned by Seller pursuant to this Agreement. Nothing in this Agreement shall be deemed to grant Customer any right or license to reverse engineer, decompile, disassemble or otherwise copy the Product(s) or Product(s) IP or any part thereof. In the event any inventions or improvements are made or contributed to the Product(s) IP by Customer, Customer agrees that all such inventions and improvements, and all intellectual property rights underlying such inventions and improvements, shall be and are hereby assigned to Seller. Customer agrees to execute and deliver to Seller all further documents and instruments, and to take any and all further acts as requested by Seller to give full force and effect to this provision, to perfect the foregoing assignment and to further evidence the intentions of the parties with respect thereto.
- 10. Use of the Products and Additional Customer Obligations:** Customer acknowledges that use of the Products shall require registration of such Products with Seller and Customer complying with Seller’s Terms of Service available at <http://portal.pointwatch.com/terms/tcuse.pdf>. Customer shall be solely responsible for the security, placement, maintenance (unless subject to a separate agreement with Seller), and operation of the Product(s) in accordance with applicable documentation as may be provided from time to time, and any Product stickers and warnings, in each case as updated by Seller from time to time (the “Documentation”) and all costs related thereto. Without limiting the generality of the foregoing, it is Customer’s sole responsibility to (a) engage a Seller certified technician to install the Product(s), (b) obtain, document and pay for any rights or permits which may be needed to install, operate and/or maintain the Product(s), (c) obtain the equipment or systems necessary to operate the

Product(s), and (d) comply with all instructions and obligations in the Documentation. For the avoidance of doubt, Seller will coordinate hiring of a Seller certified technician to install the Product(s). Prior to installation, Customer agrees to make available for inspection by the Seller certified technician the property where the Product will be installed. If Customer does not engage a Seller certified technician to install or repair the Product(s), or does not permit a Seller certified technician access to the necessary property, Customer waives all warranties and claims under this Agreement.

11. Compliance with Law: Customer possesses and/or agrees to obtain all licenses, governmental approvals and permits necessary to perform its obligations stated herein and in this Agreement. Customer shall at all times abide by all laws, rules and regulations applicable to its activities including (without limitation) (a) the United States Foreign Corrupt Trade Practices Act of 1977, as amended, and any applicable anti-bribery Laws of other countries, (b) U.S.A Patriot Act, as amended; (c) the U.S. Export Administration Regulations; (d) the sanctions regulations administered by the U.S. Treasury Department Office of Foreign Assets Control; and (e) all other applicable U.S. Laws and regulations. If Customer is provided notice, correspondence, subpoena, or other contact that a governmental investigation has been initiated related to this Agreement or any Product(s), Customer shall immediately notify Seller in writing of the investigation or inquiry.

12. Limited Warranty: Subject to the limitations set forth herein, Seller warrants only to Customer that during the Warranty Period (as defined below) the Product(s) set forth in this Agreement will be free from defects in material and workmanship under normal and intended use consistent with the Documentation. In the event of a warranty claim hereunder, Seller will use commercially reasonable efforts to ship the necessary replacement parts for installation by a Seller certified technician at Customer’s expense. The limited warranty set forth in this Section 12 shall be void and of no further force or effect immediately upon the occurrence of any of the following: (a) the expiration of the ninety (90) day period immediately following shipment of the Products (“Warranty Period”), (b) Customer’s sale, assignment, transfer or other disposition of any Product(s), (c) any modification or alteration of any Product(s) other than by Seller or Seller certified technician, (d) any operation or use of the Product(s) not in accordance with the Documentation, (e) any installation, maintenance or repair not performed (i) a Seller certified technician or (ii) in accordance with the Documentation or (f) Customer’s failure to provide Seller (or its designee) access to the Product(s). Seller’s sole obligation, and Customer’s sole remedy, under the warranties set forth above shall be the repair or, at Seller’s sole option, the replacement of any Products that may be determined by Seller to be defective, provided that Customer shall have notified Seller in writing of such defects within the warranty period set forth above and, provided further, that Customer shall ship such Products to Seller’s offices for repair or replacement. Customer shall pay all freight, insurance, taxes, and other costs incurred in the return of Products to Seller’s plant for repair or replacement, and Seller shall pay all such costs incurred in the return shipment of such Products from Seller’s plant to Customer, provided that, in the event Seller shall determine that, in its sole judgment, the Products were not defective when returned or were not otherwise covered by the warranties contained herein, Customer shall pay all such costs. Seller’s sole and exclusive warranties (and Customer’s sole and exclusive remedies for any warranty claim) are set forth in this Section 12. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 13, SELLER HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, QUIET ENJOYMENT, SATISFACTORY QUALITY, PROPER INSTALLATION, OR ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN THE INDUSTRY. IN THE EVENT ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY SHALL BE LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD AND THE REMEDIES SET FORTH IN THIS SECTION 12 SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH THEREOF. CUSTOMER HEREBY WAIVES ALL CLAIMS RELATED TO THIS AGREEMENT IN ANY MANNER IF CUSTOMER FAILS TO COMPLY WITH THE DOCUMENTATION OR OTHERWISE FAILS TO USE A SELLER CERTIFIED TECHNICIAN FOR ANY INSTALLATION, MAINTENANCE OR REPAIR OF THE PRODUCTS.

13. Infringement. Seller shall defend or, at its sole option, settle any suit or proceeding brought against Customer based upon a claim that any product manufactured or assembled by Seller and as delivered to Customer infringes upon any United States patent, provided Seller is notified promptly and given all authority, information, and prompt assistance necessary for the defense of the same. Seller shall indemnify and hold Customer harmless from and against any final judgment that any good sold hereunder infringes upon a United States patent, but only to the extent of the amount paid by Customer for such good. The foregoing states the entire liability of Seller for infringement of any good. In the event any such claim for infringement shall be made, Seller shall have the option to immediately terminate this Agreement with respect to any alleged infringing good and any unfilled orders for the same. In no event shall Seller be liable for the infringement of any patents caused by the use of any Products in combination with other articles or materials not provided or pre-approved by Seller, or for infringement of any process.

14. LIMITATION OF LIABILITY: IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. THE RECOURSE OF CUSTOMER AND ITS SUCCESSORS OR ASSIGNS WITH RESPECT TO ALL SELLER UNDERTAKINGS UNDER THIS SALES AGREEMENT SHALL BE LIMITED TO, AND SELLER’S MAXIMUM LIABILITY IN THE AGGREGATE FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS SALES AGREEMENT (INCLUDING ATTORNEYS’ FEES) SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM (BUT ONLY TO THE EXTENT SUCH PRICE HAS BEEN PAID TO SELLER). EACH PARTY HEREBY WAIVES ITS RIGHTS TO BRING ANY CLAIM AGAINST THE OTHER PARTY ARISING IN ANY WAY FROM OR RELATING IN ANY WAY TO THIS SALES AGREEMENT OR THE PRODUCT(S) LISTED HEREIN WHICH IS NOT BROUGHT WITHIN ONE (1) YEAR AFTER THE CIRCUMSTANCES GIVING RISE TO SUCH CLAIM. THE LIMITATIONS SET FORTH IN THIS SECTION 14 WILL APPLY TO ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER TO THE MAXIMUM EXTENT PERMITTED BY LAW, REGARDLESS OF WHETHER ARISING IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, SELLER’S NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO (i) ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR (ii) LIABILITY ARISING FROM DAMAGES ARISING FROM DEATH OR PERSONAL INJURY TO PERSONS OR TANGIBLE PROPERTY IN ANY JURISDICTION WHERE SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES AND LIMITED REMEDIES SPECIFIED IN THIS SALES AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

15. Indemnification. Customer shall be solely responsible for its use of the Product(s). Customer shall indemnify and hold Seller, its officers, directors, employees, agents, stockholders, affiliates, successors, and assigns harmless from and against all claims, liabilities, losses, damages, costs, and expenses sustained by them (including attorney’s fees) arising out of, or in any way connected with, (i) acts or omissions of Customer or its affiliates, employees, officers, directors or agents, whether or not caused or claimed to have been caused by negligence or other breach of duty; and (ii) claims of any kind (whether sounding in tort or contract) made against Company by persons or entities to whom or to which Customer distributes the Product(s), other than, in each case, arising out of the gross negligence or intentional misconduct of Seller. Customer’s indemnification obligations under this section are conditioned upon Seller promptly notifying the indemnifying party of any claim in writing. Customer

CUSTOMER MODIFICATIONS, ALTERATIONS, EDITS OR REVISIONS OF ANY KIND SHALL AUTOMATICALLY VOID THIS AGREEMENT

grants Seller sole control of the defense or settlement of the claim, provided that Seller may not settle any claim that includes an admission of liability by Customer without Customer's consent.

16. Assignment: Customer shall not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Seller. Customer acknowledges and agrees that Seller has the right to transfer, delegate and/or assign all or any portion of its interest in this Agreement. Customer agrees that in the event of any such transfer, Seller shall automatically be released from all liability under this Agreement not accrued as of the date of the transfer and Customer agrees to look solely to such transferee for the performance of Seller's obligations under this Agreement after the date of transfer. Any attempted assignment or delegation in violation of this Section 16 shall be null and void.

17. Force Majeure: Except for any obligation to make payments pursuant to this Agreement, neither party will be liable for any failure or delay in its performance under due to any cause beyond its reasonable control, including (without limitation) acts of war or terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental acts, casualty or condemnation of any premises or casualty or failure of the Internet, and other interferences beyond the parties' reasonable control, provided that the affected party: (a) gives the other party prompt notice of such cause, and (b) uses its commercially reasonable efforts to correct promptly such failure or delay in performance. This Section shall in no event be construed to relieve Customer from the obligation to pay for Products shipped by Seller.

18. Notices: Any notice or communication required or permitted to be given hereunder (a) shall be made in writing, (b) may be delivered by hand, mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by recognized overnight courier maintaining proof of delivery (e.g., FedEx), (c) shall be sent to the postal address of the receiving party indicated in the purchase order referencing this Agreement or at such other postal address as may be submitted or communicated by either party hereto to the other in accordance with this Section 20, and (d) shall be deemed to have been given as of the date it is actually delivered.

19. Security Interest: Customer hereby grants Seller a purchase money security interest in each Product sold or to be sold under this Agreement and in the proceeds thereof to secure payments for such Product(s) (the "Security Interest"). Customer hereby grants Seller the right to file any and all financing statements or other documents Seller deems advisable to perfect such Security Interest, if any. Until Customer's satisfaction of the entire payment obligations for such Product(s) under this Agreement, Customer agrees that the applicable Product(s) shall not be attached or fixed to real property without a completed fixture filing in favor of Seller as secured party to perfect the Security Interest under applicable law prior to becoming so affixed. Upon written request by Customer after Seller's receipt of all payments due for such Product(s), Seller shall release such Security Interest

20. Recall. If at any time (a) any governmental agency having jurisdiction provides written notice to Seller, or (b) Seller has a reasonable basis to conclude that any Product(s) contain a defect which could create a potential safety hazard or unsafe condition, pose an unreasonable risk of serious injury or death, contain a quality or performance deficiency, or are not in compliance with any applicable code, standard or legal or regulatory requirement, thereby making it advisable, or required, that such Product(s) be subject to corrective action including, without limitation, recall, retrofit, refund, replacement and/or repair (hereinafter "corrective action"), Seller will promptly communicate relevant facts to Customer. Seller shall determine whether any corrective action involving the affected Product(s) is warranted or advisable unless notice to that effect has been received from any governmental agency having jurisdiction. If corrective action is required under the law or Seller determines that it is advisable, Seller shall coordinate with Customer to promptly undertake corrective actions, including those required by any applicable consumer product safety or similar law and the regulations thereunder, and shall file all necessary papers, descriptions of corrective action, and other related documents and carry out the correction action. Customer shall cooperate with and assist Seller in any such filings and corrective action. The parties recognize that it is possible that other Seller-manufactured Product(s) might contain the same defect, noncompliance or quality or performance deficiency as do Product(s) manufactured for Customer. Customer and Seller agree that any corrective action involving Product(s) for Customer shall be treated separately and distinctly from similar corrective action of other Product(s) of Seller; provided that such separate and distinct treatment is lawful and Seller shall in no event fail to provide at least the same protection to Customer on such Product(s) as Seller provides to its other customers in connection with similar corrective action. Each party shall consult the other before making any statements to the public or a governmental agency relating to potential safety hazards affecting Product(s), except where such consultation would prevent timely notification required by law

21. Termination. This Agreement may be terminated as follows: (a) by either party thirty (30) days after written notice to the other party of breach or default of any material obligations hereunder, which default has not been cured within said thirty (30) calendar days after receipt of notice of such default or within such additional cure period as the non-defaulting party may authorize in writing; (b) effective immediately, in the event the other party becomes insolvent or is subject to similar bankruptcy or reorganization proceedings under applicable law, or in the event of an assignment or other arrangement for the benefit of the other party's creditors.

22. Dispute Resolution. All disputes, controversies and questions directly or indirectly arising out of, in connection with or in relation to this Agreement or its subject matter, including, without limitation, all disputes, controversies and questions relating to the validity, negotiation, interpretation, construction, performance, termination and enforcement of this Agreement (each and all, "Dispute(s)"), shall be resolved finally and conclusively in accordance with this section, which shall be the sole and exclusive procedure for the resolution of any Dispute. The parties shall attempt in good faith to resolve any Dispute promptly by negotiation. If the matter has not been resolved within sixty (60) days after a party's request for negotiation, either party may initiate arbitration as provided herein. Any Dispute, which has not been resolved as provided above, shall, at the request of either party, be finally settled by arbitration under the International Institute for Conflict Prevention & Resolution ("CPR") Rules for Non-Administered Arbitration of Business Disputes in effect on the date of this Agreement, by an independent and impartial arbitrator jointly selected by the parties. If the parties cannot agree on an arbitrator, then CPR shall appoint a person whom it deems qualified to serve as the arbitrator. The validity of this arbitration provision, the conduct of the arbitration, any challenge to, confirmation of, or enforcement of any arbitral award or order, or any other question of arbitration law or procedure shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. sections 1-16; however, the award can be modified or vacated on grounds cited in the Federal Arbitration Act. The place of arbitration shall be in Fairfax County, Virginia. The language of arbitration shall be English. The federal and state courts located in Fairfax County, Virginia and the City of Alexandria, Virginia shall have exclusive jurisdiction over any action brought to enforce this arbitration provision, and each party irrevocably submits to the jurisdiction of those courts for that purpose. Notwithstanding the foregoing sentence, either party may apply to any United States District Court of competent jurisdiction, wherever situated, for enforcement or confirmation of any judgment on an arbitral award. Notwithstanding any other provision of this Contract, the parties expressly agree that before the first meeting of the arbitral tribunal, either shall have the right to apply to any state or federal court in Virginia, or any other court that would otherwise have jurisdiction, for provisional or interim measures. Each party hereby consents to a single, consolidated arbitration proceeding of multiple claims, or claims involving more than the parties. The prevailing party or parties in any arbitration conducted under this paragraph shall be entitled to recover from the other party or parties (as part of the arbitral award or order) its or their attorneys' fees and other reasonable costs of arbitration. Seller and Customer hereby mutually agree to waive to the extent permitted by law, trial by jury in any litigation in any court in connection with or arising out of this Contract or the Seller/Customer relationship. The provisions of this Section 22 shall survive any termination or expiration of this Agreement.

23. Non-Disparagement. Customer agrees not to make defamatory, libelous or disparaging statements related to the Seller or Seller's Product(s), or the other events and transactions contemplated by this Agreement. For the purposes of this clause, a disparaging statement is any communication which, if publicized to another, would be reasonably expected to cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good

character or the quality of products or services of the person or entity to whom or for which the communications relate.

24. Miscellaneous: This Agreement (a) shall be binding upon and shall inure to the benefit of the parties and their heirs, personal representatives and permitted successors and assigns, (b) together contains the entire agreement of the parties regarding the subject matter hereof, (c) shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to any conflicts of laws principles; the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement and (d) may be executed in two or more counterparts each of which shall be deemed an original and all of which taken together shall constitute the same instrument, notwithstanding that all parties are not signatories to the same counterpart. If any portion of this Agreement is held by a court of competent jurisdiction to be unreasonable, contrary to public policy or in any other way to be non-valid or non-binding, only that portion so held shall be held as such, and all other provisions and terms of this Agreement shall remain in effect and continue with the same force as if the invalid or unenforceable provisions and terms had not been inserted. Any delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of the right thereafter to enforce each and every provision thereof. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

25. Offer: The submission and negotiation of this Agreement shall not be deemed an offer to enter the same by Seller but shall rather be the solicitation of such an offer from Customer. Customer agrees that its execution of this Agreement constitutes a firm offer to enter into this Agreement which may not be withdrawn for a period of thirty (30) days after delivery to Seller (or such other period as may be expressly provided in any other agreement signed by the parties). During such period and in reliance on the foregoing, Seller may, at Seller's option (and shall if required by applicable Law), deposit any security deposit or other payment and proceed with any manufacturing, assembly, plans, specifications, alterations or improvements, but such acts shall not be deemed an acceptance of Customer's offer to enter this Agreement and such acceptance shall be evidenced only by Seller signing and delivering this Agreement to Customer.

26. Data Collection: Customer understands and agrees Seller shall collect data and information regarding the performance of the Product(s), on a continuous basis, through a wireless transmission system, which will include the geolocation of the Product(s), in a manner consistent with local laws and regulations. Such data shall be considered Product(s) IP hereunder. Seller shall be free to utilize such data without restriction, provided that in no event shall Seller provide to any third party any data specific to Customer's use of Products or maintenance history without permission.

27. Public Announcements: Customer agrees that it shall not release any public statement concerning the Product(s) without the express written authorization of the Seller.

28. Entire Agreement: This Agreement, and anything referenced and incorporated herein, including all terms and conditions on any purchase order submitted under this Agreement, sets forth the entire agreement between the parties as to the subject matter herein and supersedes any prior or contemporaneous agreements, written or oral, between the parties. If not specifically noted which controls, this Agreement shall govern any conflicts.