



DEFINITIONS. These Standard Terms and Conditions are referred to below as “**these Terms and Conditions.**” The Parties will incorporate these Terms and Conditions in their contracts for the supply of Products (defined below) and/or the provision of services by Structured Communication Systems, Inc., an Oregon corporation (“**Structured**”) for Client and each such incorporation, via a quotation (via print or on-line), Statement of Work or other agreement, shall together with the following documents pertinent to a given transaction, constitute a separate contract between the Parties: (i) these Terms and Conditions, (ii) any quotation (via print or on-line) (iii) any Statement of Work, or (iv) other documents, if any, the Parties explicitly agree should form a part of the Agreement, and (v) any exhibits referenced in any of the foregoing documents (collectively, the documents listed above in “i” through “v” shall constitute the “**Agreement**”). The client identified in the Agreement into which these Terms and Conditions are incorporated is referred to below as “**Client.**” Structured and Client are sometimes referred to below as a “**Party**” or together as the “**Parties.**”

1. PAYMENT TERMS. Structured’s standard payment terms are Net 20. Unless otherwise noted on a Structured order form, quotation or other agreement, payments for products, including, but not limited to, hardware; software; subscriptions; manufacturer maintenance and support contracts; third-party cloud and managed services; and any associated documents, manuals, specifications or other information regarding or related to such third-party products (collectively, “**Third-Party Products**”) and/or services provided to Client, are to be made within Structured’s standard terms of Net 20. Products will be invoiced to Client upon shipment to Client’s site or a storage facility designated by Client, which may be at a warehouse or other location of Client’s or Structured’s. Services will be invoiced to the Client weekly, unless otherwise specified. Appropriate taxes, shipping & handling charges may be added at the time of invoicing. Shipment terms are FOB origin. Time is of the essence with regard to Client’s obligations under the Agreement. In addition to any other rights or remedies available to Structured, the outstanding balance on any payment(s) not made within these Terms and Conditions will be assessed interest at the rate of one and one-half percent (1.5%), or the maximum rate allowable by law, whichever is less, and the failure by Client to make timely payment(s) shall constitute an event of default under the Agreement. Client shall furnish financial information to Structured from time to time upon request by Structured to determine Client’s credit worthiness. All sales are subject to credit approval.

2. RETURNS. Structured’s cancellation and return policies are subject to the applicable manufacturer’s cancellation and return policies, and may be modified at any time without notice. NOTE: based upon the applicable manufacturer’s policies, certain software or other Third-Party Products may not be eligible for return, and some returns may be subject to a minimum re-stocking fee. All returns MUST be pre-authorized by Structured in writing with a Returned Merchandise Authorization (“**RMA**”). All Third-Party Products must be returned in their original packaging in as-new condition, along with any items originally included therein (e.g., all original boxes, manuals, etc.). Structured WILL NOT accept Third-Party Products returned without a valid RMA and/or that are not packaged in as-new condition, and Client will be obligated to pay the entire invoice due for such Third-Party Products.

3. CONFIDENTIALITY. During the performance of the Agreement the Parties may exchange certain technical and business information, intellectual property, and other information considered proprietary or confidential, the nature of which the disclosing Party makes the receiving Party aware upon disclosure (“**Confidential Information**”). Each Party agrees to protect such Confidential Information from disclosure to anyone

other than the receiving Party, its affiliates and any of their directors, officers, managers, members, employees, agents and representatives who need access to such information to enable the receiving Party to perform its obligations under the Agreement (collectively “**Representatives**”), exercising the same degree of care used to protect the receiving Party’s Confidential Information of like importance and in any event no less than a reasonable degree of care. Within fourteen (14) days of a request by the disclosing Party, all Confidential Information, and all copies thereof, shall be destroyed or returned by the receiving Party or its Representatives and, upon request, the receiving Party shall furnish written confirmation that it has done so. In the event the receiving Party is ordered to disclose the disclosing Party’s Confidential Information pursuant to a judicial or governmental request, requirement or order, the receiving Party shall, if permitted by law, immediately notify the disclosing Party and take reasonable steps to assist the disclosing Party in contesting the same or otherwise protecting the disclosing Party’s rights. In the event of any threatened or unauthorized disclosure by the receiving Party or any of its Representatives, the disclosing Party shall be entitled to injunctive or other equitable relief seeking to restrain such use or disclosure without the necessity of proving actual harm or posting bond, in addition to all other rights and remedies under the Agreement or otherwise available at law or in equity.

4. INDEPENDENT CONTRACTORS. The Parties are independent contractors. Neither Party is an employee, agent or representative of the other Party. The Agreement does not create an association, joint venture, or partnership between the Parties nor imposes any partnership liability upon either Party. Except as otherwise specifically set forth in the Agreement, neither Party shall have any right, power, or authority to enter into any agreement for or on behalf of the other Party, or to incur any obligation or liability or otherwise bind the other Party.

5. NON-SOLICITATION. Except as otherwise provided in the Agreement, the Parties agree not to knowingly hire, induce or solicit to hire, directly or indirectly, any of the other Party’s current employees while these Terms and Conditions are in effect and for a period of one (1) year following the later of the last purchase of Third-Party Products by Client and/or completion of services for Client by Structured under the Agreement, without the prior written consent of the other Party. Notwithstanding anything herein to the contrary, publication of open positions in any media of general circulation and requisitions to recruiting firms for open positions, without identifying the other Party or its employees, will not constitute solicitation or inducement, and either Party may engage the services of any person that responds to such general advertisements or postings.

6. EVENTS OF DEFAULT. Client shall be in default immediately upon the happening of any of the following events: (a) Client fails to meet any of its payment obligations under the Agreement; (b) Client becomes insolvent, becomes the subject of a voluntary or involuntary petition in bankruptcy or any other form of judicial reorganization or supervision, has a receiver appointed for its business, enters into any arrangement with creditors or otherwise is unable to pay its debts as they become due; (c) Client violates any of the provisions of the Agreement; or (d) Client misrepresents any fact to Structured concerning Client, including but not limited to, Client’s financial condition, business activities, and/or Client’s performance of the Agreement.

7. **SECURITY INTEREST.** Client agrees that all Third-Party Products sold to Client will be secured by a purchase money security interest in such Third-Party Products and any proceeds thereof including accounts receivable related thereto until Structured is paid in full for such Third-Party Products. Client agrees to take such actions as Structured may require, including but not limited to, executing in favor of Structured one or more financing statements or such other documentation necessary or desirable to evidence and perfect the security interest granted herein, and to execute continuation statements, amendments or other documentation to continue or amend the initial filings as necessary or appropriate.

8. **LIMITED WARRANTIES.**

8.1 **THIRD-PARTY PRODUCT WARRANTY.** THIRD-PARTY PRODUCT WARRANTIES (IF ANY) ARE PROVIDED BY THE MANUFACTURER OF THE THIRD-PARTY PRODUCT(S) AND, TO THE EXTENT APPLICABLE, STRUCTURED WILL PASS-THROUGH TO CLIENT ANY WARRANTIES PROVIDED BY THE MANUFACTURER. CLIENT ACKNOWLEDGES AND AGREES THAT STRUCTURED SHALL HAVE NO LIABILITY FOR THE THIRD-PARTY PRODUCTS OR THIRD-PARTY PRODUCTS WARRANTIES, THAT ANY THIRD-PARTY PRODUCTS PROVIDED TO CLIENT BY STRUCTURED ARE PROVIDED AS-IS, WHERE IS, WITH ALL FAULTS, AND THAT STRUCTURED MAKES NO PROMISE, GUARANTY OR WARRANTY THAT THE THIRD-PARTY PRODUCTS WILL PERFORM AS INTENDED OR WILL BE FREE FROM SOFTWARE GLITCHES, BUGS, BREAKDOWNS OR FAILURES.

CLIENT ACKNOWLEDGES AND AGREES THAT THE USE, TITLE, INTEREST AND RIGHTS, AND WARRANTY ASSOCIATED WITH ANY THIRD-PARTY PRODUCTS ARE GOVERNED BY THE APPLICABLE MANUFACTURER END- USER LICENSE AGREEMENT, SOFTWARE LICENSE AGREEMENT, MANUFACTURER'S WARRANTY DOCUMENTATION, AND/OR MANUFACTURER'S MAINTENANCE/SUPPORT AGREEMENT (COLLECTIVELY, "MANUFACTURER LICENSE AND SUPPORT AGREEMENTS") AND THAT THE MANUFACTURER MAY REQUIRE CLIENT (BY WAY OF SHRINK-WRAP, CLICK THROUGH OR OTHER CONTRACT FORMATION MECHANISMS), TO ACCEPT THE TERMS OF SUCH MANUFACTURER LICENSE AND SUPPORT AGREEMENT(S) AS A CONDITION TO THE INSTALLATION AND/OR USE OF THE THIRD-PARTY PRODUCTS. STRUCTURED WILL NOT BE A PARTY TO THE LICENSE AGREEMENTS FOR ANY THIRD-PARTY PRODUCTS NOR ASSUME ANY OBLIGATION THEREUNDER.

FURTHER, CLIENT HEREBY APPOINTS STRUCTURED AS ITS ATTORNEY-IN-FACT WITH FULL POWER AND AUTHORITY, FOR THE SOLE PURPOSE OF TAKING ANY ACTION REQUIRED BY THE MANUFACTURER(S) OF THE THIRD-PARTY PRODUCTS AS A CONDITION TO THEIR INSTALLATION AND USE, INCLUDING BUT NOT LIMITED TO, AGREEING FOR AND ON BEHALF OF CLIENT, THAT CLIENT IS BOUND BY, AND CLIENT'S USE OF THE THIRD-PARTY PRODUCTS IS SUBJECT TO, THE TERMS AND CONDITIONS OF ANY MANUFACTURER LICENSE AND SUPPORT AGREEMENTS. CLIENT HEREBY WAIVES ANY AND ALL CLAIMS OF ANY KIND AND NATURE AGAINST STRUCTURED RELATING TO OR IN CONNECTION WITH THE ACTIONS TAKEN BY STRUCTURED PURSUANT TO THIS LIMITED POWER OF ATTORNEY.

8.2 **SERVICE WARRANTY.** Structured represents and warrants that it will perform the Services: (i) in a professional manner, exercising the degree of skill and care commensurate with standards generally associated with Structured's industry and area of expertise; (ii) in

substantial conformance with any written specifications or other written

8.3 **DISCLAIMER OF UNSTATED WARRANTIES, EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, STRUCTURED DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, AND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

9. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, IN NO EVENT SHALL STRUCTURED BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, UNDER ANY STATUTE, OR BASED ON ANY OTHER LEGAL OR EQUITABLE THEORY, FOR ANY PUNITIVE OR EXEMPLARY DAMAGES, OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, PROFITS, REVENUE, DATA, OR BUSINESS), ARISING OUT OF, RELATING TO, OR IN ANY WAY IN CONNECTION WITH THE AGREEMENT, WHETHER FORESEEABLE OR NOT, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. STRUCTURED'S TOTAL AGGREGATE LIABILITY ARISING OUT OF, RELATING TO, OR IN ANY WAY IN CONNECTION WITH THE AGREEMENT, INCLUDING BUT NOT LIMITED TO, FURNISHING THIRD-PARTY PRODUCTS AND/OR SERVICES TO CLIENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY CLIENT TO STRUCTURED FOR THE THIRD-PARTY PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM(S). NO ACTION, REGARDLESS OF FORM, ARISING OUT OF, RELATING TO OR IN ANY WAY IN CONNECTION WITH THE AGREEMENT MAY BE BROUGHT AGAINST STRUCTURED MORE THAN ONE (1) YEAR AFTER THE DATE OF DISCOVERY OF THE CAUSE OF ACTION.

10. **TAXES.** Fees and expenses under the Agreement are exclusive of all taxes, including without limitation, all federal, state and local use, sales, property, value added and any similar taxes (collectively, "Taxes"). Client shall promptly reimburse Structured, or pay directly to the applicable government or taxing authority, all applicable Taxes arising under the Agreement. Taxes may be added to each invoice for Third-Party Products and/or services rendered under the Agreement. Client will not be responsible for Taxes computed upon the income of Structured.

11. **MISCELLANEOUS.**

11.1 **FORCE MAJEURE.** With the exception of payment obligations, neither Party shall be considered in default or liable for any delay or failure in performance under the Agreement to the extent such delay or failure is attributable to any act, omission or other cause beyond such Party's control and absent of fault or negligence (directly or indirectly) of such Party, which materially restricts a Party's ability to perform its obligations under the Agreement (a "Force Majeure Event"), including but not limited to, accidents; severe acts of nature such as fires, floods, tornadoes or earthquakes; strikes or other labor disputes; civil disturbance including war, insurrection, riots, terrorism or other acts of public enemies; and voluntary or mandatory compliance with any governmental act, regulation or request, provided the immediately effected Party notifies the other Party within fifteen (15) calendar days of becoming aware of a Force Majeure Event and the delay or failure of performance

caused (or anticipated to be caused) by such event, and uses reasonable efforts to mitigate the impact of the Force Majeure Event. Notwithstanding the foregoing, in the event a Force Majeure Event results in any loss or damage relating to the Third-Party Products and/or services to be provided by Structured, Structured shall not be obligated to continue performance except to the extent agreed upon by the Parties in a written change order reflecting an adjustment to the services, schedule Services, Schedule, Fee and Expenses as necessary or appropriate for Structured to replace the Third-Party Products and complete or maintain the ability to complete (as the case may be), the services.

12 **OFFSETS.** Structured may offset any sums due from Client to Structured against any sums owed by Client to Structured. Client shall have no right to any credits, deductions or offsets without prior written consent from Structured.

121 **ASSIGNMENT.** Neither Party may assign the Agreement or any of its rights under the Agreement, or delegate any of its obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign any or all of its rights and/or obligations under the Agreement to any affiliate without the prior written approval of the other Party; provided that, such affiliate assignee has the financial, operational, technical and other necessary capabilities and resources to accomplish any and all obligations under the Agreement in a manner comparable to the expected performance of the assigning Party.

122 **BINDING EFFECT.** All rights, remedies, obligations and liabilities given to or imposed upon the Parties under the Agreement shall extend to, inure to the benefit of and bind, as the circumstances may require, the Parties and their respective heirs, personal representatives, successors and permitted assigns.

123 **GOVERNING LAW; JURISDICTION; VENUE.** The Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Oregon, without reference to conflict of laws principles. Client irrevocably consents to the jurisdiction of the state and federal courts located in the State of Oregon, USA, in connection with all actions arising out of or in connection with the Agreement, waives any objections that venue is an inconvenient forum, and agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction (including the appropriate courts of the jurisdiction in which Client is a resident or in which any property or an office of Client is located) by suit on the judgment or in any other

manner provided by law. Client further agrees that it will not initiate any action against Structured in any other jurisdiction.

124 **ATTORNEYS' FEES.** In addition to all other rights and remedies available to Structured, in the event Client fails to pay any sums owing to Structured under the Agreement, Client shall reimburse Structured for all collection costs and expenses, including without limitation reasonable attorneys' fees, incurred by Structured in collecting such sums regardless of whether litigation is commenced. In addition, if litigation is commenced by either Party to enforce any provision of the Agreement, or by reason of any breach of the Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, both at trial and on appeal.

125 **AMENDMENT.** No modification or amendment of the Agreement, including but not limited to, these Terms and Conditions, shall be binding on Structured unless such modification or amendment is in a writing signed by duly authorized representatives of both Parties, which specifically references the Agreement and states in definite terms that the Parties intend to modify the Agreement.

IN FURTHERANCE OF THE FOREGOING, STRUCTURED HEREBY GIVES NOTICE TO CLIENT THAT ANY ADDITIONAL OR DIFFERENT TERM OR CONDITION STATED BY CLIENT, WHETHER IN A PURCHASE ORDER, ACKNOWLEDGEMENT FORM OR OTHERWISE IN ACKNOWLEDGING OR ACCEPTING THE AGREEMENT, IS DEEMED BY STRUCTURED TO BE A MATERIAL ALTERATION OF THE AGREEMENT AND IS HEREBY OBJECTED TO BY STRUCTURED UNLESS SPECIFICALLY ACCEPTED BY STRUCTURED IN WRITING PURSUANT TO THESE TERMS AND CONDITIONS AND/OR THE AGREEMENT. STRUCTURED'S SALE OF THIRD-PARTY PRODUCTS TO CLIENT AND/OR PERFORMANCE OF SERVICES FOR CLIENT SHALL NOT CONSTITUTE ACCEPTANCE BY STRUCTURED OF ANY SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS NOT SPECIFICALLY ACCEPTED BY STRUCTURED IN WRITING AS PROVIDED HEREIN.

126 **HEADINGS.** The headings in these Terms and Conditions are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of these Terms and Conditions or the Agreement.