



MASTER PURCHASE AGREEMENT

This Master Purchase Agreement (this “Agreement”) as most recently updated March 9th, 2021, is by and between LTT Partners LLC (“LTT”), an Oregon limited liability corporation, with offices located at 1455 NW Irving St, Suite 200, Portland OR 97209 and its “Customers”.

1. **Product Resale.** Customer desires to obtain security hardware and software products from LTT for valuable consideration as agreed upon and defined in Exhibit A (the “Products”), the first of which A-1 is attached as of the Effective Date, and LTT is an authorized reseller of the Products;
2. **Terms and Conditions.** LTT is willing to provide the Products to Customer under the terms and conditions of this Agreement as agreed upon in Exhibit B (the “Sales Terms”) and Customer agrees to the Sales Terms.
3. **Warranties.** Customer has read, understands and agrees to the waiver and limitation of liability provisions (The Waiver and Limitation of Liability”) at Exhibit C.
4. **Term.** This Agreement shall commence on the Effective Date and remain in effect until terminated as set forth below in Section 5 (“Termination”).
5. **Termination.** Either Party may terminate this Agreement, in part or in whole, without cause upon providing thirty (30) days’ advance written notice of termination to the other Party. This Agreement may also be terminated With Cause. “With Cause” shall mean: either Party (i) commits a crime involving dishonesty, breach of trust, or physical harm to any person; (ii) willfully engages in conduct that is in bad faith and materially injurious to another Party, including but not limited to, misappropriation of trade secrets, fraud or embezzlement; (iii) commits a material breach of this Agreement, which breach is not cured within the Cure Period as specified below; (iv) willfully refuses to implement or follow a lawful policy or directive as specified in the Terms and Conditions, which breach is not cured within the Cure Period as specified below; or (v) engages in misfeasance or malfeasance demonstrated by a failure to perform contractual duties diligently and professionally. To effect a With Cause termination, the non-breaching Party shall deliver to the breaching Party a written notice detailing the nature of breach, and giving the breaching Party ten (10) days to cure its breach (the “Cure Period”). If the breaching Party is able to cure its breach to the satisfaction of the non-breaching Party within the Cure Period, then this Agreement shall remain in full force and effect. Otherwise, this Agreement shall terminate immediately upon the expiration of the Cure Period. If the Agreement is terminated With Cause, the breaching Party shall immediately reimburse the non-breaching Party for all costs, fees, interest, damages, including reasonable attorney’s fees, arising under or related to the breach. Termination of the Agreement shall not effect termination of a purchase order that has been accepted, which may be terminated only according to its terms.
6. **Billing and Payment.** LTT shall submit invoices to Customer that detail the nature, time, and amount of Products, as well as the cost of such Products, provided to Customer pursuant to this Agreement. Unless otherwise specified in Schedule A attached hereto, the following terms shall apply:
 - a) **Invoicing.** Customer shall pay invoices within 15 days of the invoice date, provided however that for invoices greater than \$10,000.00 the period for payment shall be extended to 30 days. Customer shall make all payments hereunder by wire transfer, ACH, or cashiers check and in US dollars. Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per

month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse LTT for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

b) No Setoff. Customer shall not, and acknowledges that it shall have no right, under this Agreement, any other agreement, document or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to LTT or any of its affiliates, whether under this Agreement or otherwise, against any other amount owed (or to become due and owing) to it by LTT or its affiliates, whether relating to LTT's or its affiliates' breach or non-performance of this Agreement or any other agreement between Customer or any of its affiliates, and LTT or any of its affiliates, or otherwise.

7. Additional Support Services. Additional Onsite Support services unless otherwise stated start at \$150/hr. Remote Service rates TBD - per scope.
8. Amendments. Amendments to this Agreement must be made in writing and signed by the Representatives of the Parties before they can become effective.
9. Notices. All notices, consents and approvals under this Agreement shall be delivered in writing by courier, or by certified or registered mail (postage prepaid and return receipt requested), to the other Party at the address set forth below (which may be updated from time to time by written notice) and are deemed delivered when received:

LTT:

LTT Partners LLC
2175 NW Raleigh st. ste #110
Portland, OR 97210
Tel. No.: (503) 545-7794

10. Confidential Information. "Confidential Information" means any information disclosed at any time by either Party, its directors, officers, employees, and agents (collectively, the "Representatives"), to the other Party or its Representatives in anticipation of or during Parties' relationship, either directly or indirectly, in writing, orally or by inspection of tangible objects which pertains to such Party's business, including, without limitation, information concerning marketing, financial, employee, planning, service or product purchase or performance agreements and documentation, pricing, and other confidential or proprietary information or information a reasonable person would understand to be confidential or proprietary. Confidential Information of either Party will not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party without a breach of any third party's obligations of confidentiality at the time of disclosure by the disclosing Party; (iv) is obtained by the receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.
11. Disclosure of Confidential Information. Both Customer and LTT shall (i) hold all Confidential Information in confidence and use it only as permitted in connection with the Products provided under this Agreement; (ii) use the same care to prevent unauthorized disclosure of the disclosing

Party's Confidential Information as the receiving Party uses with respect to its own Confidential Information of a similar nature and shall not, in any case, be less than the care a reasonable person would use under similar circumstances; (iii) to the extent required by a court order or law, disclose only the Confidential Information required to comply with such court order or law and in conjunction with fulfilling obligations under Section 12; and (iv) only disclose the Confidential Information to its Representatives who have a need to know such information in order to perform their job. Each Party shall be liable for any breach of this Agreement by any Representative. Neither Party shall disclose Confidential Information to third parties without the other Party's prior written consent.

12. Injunctive Relief. Each Party acknowledges that a Party's actual or threatened breach of its confidentiality obligations under Section 9, would likely cause irreparable harm to the non-breaching Party that could not be fully remedied by monetary damages. Each Party therefore agrees the non-breaching Party may seek such injunctive relief or other equitable relief as may be necessary or appropriate to prevent such actual or threatened breach without the necessity of proving actual damages.
13. Legal Process. In the event either Party receives a subpoena, request for production of documents, court order or requirement of a governmental agency to disclose any Confidential Information ("Legal Process"), the recipient thereof shall, if permitted by law, give prompt written notice to the other Party so the other Party may move for a protective order or other relief. In the event either Party is required to respond to or support such Legal Process involving the other Party (but not the parties adverse to one another), the responding Party shall be entitled to recover from the other Party all reasonable costs, fees and expenses incurred by the responding Party, including reasonable time expended by internal resources and reasonable attorneys' fees.
14. Governing Law. The validity, interpretation and performance of this Agreement, as well as the rights and duties of the Parties, shall be determined pursuant to and in accordance with the laws of the State of Oregon. Any action arising out of or related to this Agreement, shall be brought in the appropriate state court sitting in Multnomah County, Oregon and the Parties submit to the jurisdiction of such court.
15. Insurance. Both LTT and Customer agree to maintain general liability and workers compensation insurance for the term of this Agreement.
16. Severability. If any part, term, or provision of this Agreement is held invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated.
17. Assignment. Neither Party may assign, transfer or sell its rights or obligations under this Agreement without receiving the prior written consent of the other Party and such consent shall not be unreasonably withheld or delayed.
18. Waiver of Breach. No waiver or delay in enforcement of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
19. Force Majeure. Neither Party shall be liable for any failure to perform, or delay in performing, any of its obligations under this Agreement caused by forces or circumstances beyond its reasonable control, and without fault or negligence on the part of that Party. Such forces or circumstances shall include, but not be limited to, Acts of God, acts of civil or military authority, fires, floods, epidemics, quarantines, and civil commotion. However, in the event of such a force or circumstance becoming

manifest, the Party that finds itself unable to perform shall promptly notify the other Party in writing and shall take all reasonable steps to remove such impediments to its performance.

20. Independent Contractor Relationship. LTT (and its employees and agents, if any) shall provide the Products as an independent contractor. Nothing in this Agreement is intended nor shall be interpreted as creating an employer-employee, partnership, or joint venture relationship between Customer and LTT or Customer and any of LTT's employees or agents.
21. Integration. This Agreement shall constitute the entire agreement between the Parties with respect to its subject matter. The terms and conditions of this Agreement shall be controlling over any conflicting terms and conditions set forth in LTT's agreement, rate schedule, invoice, or other documentation pertaining to the Products and supersedes any and all prior written or verbal agreements between the Parties.
22. Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
23. Third Party Beneficiaries. The Parties do not intend to create, nor shall there be, any third party beneficiaries to this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties may execute this Agreement by an exchange of signature copies hereof. In the event of such an exchange, this Agreement shall become binding and any signed copies shall constitute admissible evidence of the existence of this Agreement.
25. Binding Effect. This Agreement shall be binding upon the heirs, successors, permitted assigns, and personal Representatives of the Parties. The persons executing this Agreement warrant that they have the authority to bind Customer and LTT to the terms and conditions embodied in this Agreement.
26. Survival. The terms and conditions of this Agreement which by their nature require performance by either Party after the termination or expiration of the Agreement, including, but not limited to, limitations of liability, confidentiality obligations, exclusions of damages, indemnification obligations, governing law, and any other provision or partial provision which by their nature would reasonably extend beyond the termination of the Agreement shall be and remain enforceable after such termination or expiration of the Agreement for any reason whatsoever.

EXHIBIT A

Sales Terms

The terms and conditions are limited to those contained in this Agreement. Any additional or different terms or conditions in any form delivered by Customer are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.

Returns;

Customer may return the Products within 30 days from the date of the applicable Purchase Order for any reason. Thereafter, returns are not approved. In the event of material defect or exchange, customer is subject to provider's warranty Terms and Conditions. To request a return, or exchange, Customer must notify LTT within 30 days of purchase by emailing support@lttpartners.com. Notice must clearly state details of the product requested to be returned, including when Customer purchased the Hardware, the serial numbers of the applicable Hardware unit(s), Customer's reason for returning the Hardware, and Customer's name, mailing address, email address, and daytime phone number. If approved in LTT's sole discretion, Customer must return the Hardware unit(s) with all included accessories with the RMA within the 2 days following the day on which LTT approves. LTT will replace the Hardware in its sole discretion. Returned products are subject to a reasonable handling charge for LTT's effort to support the return, including restocking. All returns are subject to a restocking fee, currently 5%, which LTT may amend upon 30 days notice to Customer.

HARDWARE WARRANTIES;

General. Verkada represents to the original purchaser of the Hardware that for a period of **10 years** from the date of shipment to the location specified on the Purchase Order, the Hardware will be substantially free of defects in materials and workmanship ("Hardware Warranty").

Remedies. Customer's sole and exclusive remedy and Verkada's (and its suppliers' and licensors') sole and exclusive liability for a breach of the Hardware Warranty will be, in Verkada's sole discretion, to replace the non-conforming Hardware. Replacement may be made with a new or refurbished product or components. If the Hardware or a component within it is no longer available, then Verkada may replace the Hardware unit with a similar product of similar function. Any Hardware unit that has been replaced under the Hardware Warranty will be covered by the terms of the Hardware Warranty for the longer of (a) 90 days from the date of the delivery, or (b) the remainder of the original 10-year Hardware Warranty period."

Full Warranty information (section 3): <https://www.verkada.com/support/terms-of-sale/>.

Verkada End User Agreement: <https://www.verkada.com/support/terms-of-sale/>

Verkada Privacy Policy: <https://www.verkada.com/trust/#privacy>

Verkada Service Level Agreement: <https://www.verkada.com/support/sla/>

Verkada Licensing and Renewals;

Verkada Licensing: <https://help.verkada.com/en/articles/2789484-licensing>

LTT may offer suggestions or advice relating to selection of products, together with advice regarding placement, systems integration, and other professional advice. Company offers no warranty of any kind relating to Customer's needs, and Customer cannot rely on Company's or Company Affiliate's recommendation as being applicable to Customer's needs. Company expressly disclaims all liability for foreseeable harms, including without limitation theft and damage, resulting from security systems that are inoperable, not placed to observe the harm, or not monitored. Customer acknowledges and understands that the products may be subject to agreements offered by their manufacturer, and that Customer is solely responsible for reviewing the manufacturer's terms and accepting the terms to use the products. Customer acknowledges and understands that LTT is not liable for the contracts made between Customer and vendor(s). LTT Partners may recommend, or provide quotes for installation of products by licensed and bonded third party contractors.

Interest will accrue at the rate of 1.5% per month, or the maximum allowed by law if lower, on any unpaid invoices provided by LTT to Customer.

Customer agrees to pay all costs incurred by LTT in pursuit of payments that are past due including, but not limited to collection agency commissions and attorney's fees.

Ownership. All Intellectual Property Rights in all security products, systems, installation documents, data, know-how, methodologies, software, and other materials provided by or used by LTT in the Products developed or acquired by the LTT prior to or independently of this Agreement shall be owned exclusively by the licensors.

Restrictions. Customer will not: (i) use (or allow a third party to use) the Products in order to monitor their availability, security, performance, or functionality, or for any other benchmarking or competitive purposes without LTT's express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Products or any of their components; or (iv) use the Products to conduct any fraudulent, malicious, or illegal activities or otherwise in contravention of any applicable laws or regulations (each of (i) through (iv), a "Prohibited Use").

Customer agrees not to do or attempt to do any of the following without LTT's express prior written consent: (i) resell, white label, or reproduce the Products or any individual element of the Products; (ii) access, tamper with, or use non-configurable portions of the Products except as provided by the documentation; (iii) probe, scan or test the vulnerability of any Products or breach any security or authentication; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by LTT or any of LTT's providers or any other third party in order to

secure the intellectual property contained in the Products, such as firmware; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Products to any third party; (vi) unless permitted under applicable law, decipher, disassemble, decompile or reverse engineer any aspect of the Products, in whole or in part; (vii) hack into, disable, disrupt, or access without authorization any part of the Products; (viii) perform benchmark testing on the Products; (ix) violate any applicable law or regulation; or (x) encourage or enable any other individual to do any of the foregoing. LTT has the right to investigate violations of these Sales Terms or conduct that affects the Products. LTT may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

EXHIBIT B
Waiver and Limitation of Liability

EXCEPT AS SPECIFIED IN A PRODUCT SPEC SHEET FROM THE MANUFACTURER, THE PRODUCTS ARE PROVIDED TO CUSTOMER BY LTT ON AN "AS IS" BASIS. COMPANY DOES NOT PROVIDE ANY WARRANTIES OF ANY KIND TO THE CUSTOMER. LTT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PRODUCTS IT SELLS, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MANUFACTURER WARRANTIES, INDEMNITIES OR REMEDIES PROVIDED TO THE COMPANY, IF ANY, AND IF AUTOMATICALLY TRANSFERABLE, WILL PASS THROUGH TO THE CUSTOMER. IF THE MANUFACTURER PROVIDES NO WARRANTY ON ITS PRODUCT, THEN THE CUSTOMER WILL HAVE NO RECOURSE REGARDING THAT PRODUCT. LTT OFFERS NO WARRANTY OF ANY KIND ON BEHALF OF A THIRD PARTY, INCLUDING WHETHER OR NOT A WARRANTY IS AVAILABLE FROM THE MANUFACTURER, AND CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING THE AVAILABILITY OF MANUFACTURER'S WARRANTY.

LTT WILL REASONABLY ASSIST CUSTOMER IN REPORTING DEFECTS UNDER THE MANUFACTURER'S WARRANTY TO MANUFACTURER.

CUSTOMER HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN IN ANY JURISDICTION AGAINST LTT, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, MEMBERS, SUCCESSORS, ASSIGNS, AND AFFILIATES, ARISING OUT OF OR ATTRIBUTABLE TO THE CONSULTING, WHETHER ARISING OUT OF THE NEGLIGENCE OF LTT OR OTHERWISE. IN CONNECTION WITH ANY ACTION OR LITIGATION, INCLUDING APPELLATE OR BANKRUPTCY PROCEEDINGS, ARISING OUT OF OR RELATED TO ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT, THE NON-PREVAILING PARTY SHALL PAY ALL REASONABLE ATTORNEY FEES AND COSTS OF THE PREVAILING PARTY.

THE CUSTOMER VOLUNTARILY ASSUMES ALL RISK AND OR DANGER OF PROPERTY DAMAGE, INJURY, DEATH, AND ANY OTHER HAZARDS THAT MAY ARISE FROM THE CUSTOMER'S USE OF THE PRODUCTS. THE CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST THE COMPANY, INCLUDING THOSE BASED ON NEGLIGENCE OR CONTRACT, AND RELEASES THE COMPANY FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, THAT THE CUSTOMER OR ITS EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR ANY OTHER PERSON ASSOCIATED WITH THE CUSTOMER MAY SUFFER AS A RESULT OF THE USE OF THE PRODUCTS.

Updated 02.11.2021