

TERMS OF SERVICE

1. LTT Partners LLC ("Company") provides installation, project management, electrical, and other services ("Services") pursuant to a written work order. Services may be provided by third parties, including electrical and installation services ("Third Party Services").

Each statement of work or work order ("Statement of Work") hereby incorporates these terms of service ("Terms") and constitutes a separate agreement with respect to the Services performed. Company, or any of its Affiliates on behalf of Company, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms, these Terms will control except as expressly amended in the applicable Statement of Work. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Company will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and the applicable Statement of Work. In the case of Third Party Services, the party receiving the Services ("Customer") shall consider the third party to be the contracting party and the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer and Customer's Affiliates hereby release Company and Company's Affiliates from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Company will be collected solely in the capacity as an independent sales agent.

"Affiliate" means, with respect to a party, an entity that controls, is controlled by, or is under common control with such party.

2. Billing and Payment. Company shall submit invoices to Customer that detail the Services provided to Customer pursuant to a Statement of Work. Unless otherwise specified in the applicable Statement of Work, the following terms shall apply:

Invoicing. Customers shall be invoiced after the completion of each site/location for said site/location.

Customer shall pay all invoices within 15 days of the invoice date. 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 Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

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 Company 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 Company or its affiliates, whether relating to Company's or its Affiliates' breach or non-performance of this Agreement or any other agreement between Customer or any of its Affiliates, and Company or any of its Affiliates, or otherwise.

3. Company warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Company's entire liability with respect to this warranty will be, at the sole option of Company, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Company in writing within thirty (30) days after performance of the applicable Services.

EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS COMPANY'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, COMPANY MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF

THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF COMPANY OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF COMPANY OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING COMPANY'S WARRANTY.

Company will not be responsible for and no liability shall result to Company or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Company's reasonable control, including, but not limited to, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Company or any purported deadlines contained in a Statement of Work or any other document are estimates only.

The Services may include selection of products, 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.

4. Company may perform the Services at Customer's place of business, at Company's own facilities or such other locations as Company and Customer deem appropriate. When the Services are performed at Customer's premises, Company will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Company access to Customer's staff and any other Customer resources

(and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Company determines are useful or necessary to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Company and Customer's premises and to indemnify and hold Company and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Company's gross negligence or willful misconduct.

5. Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Company for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of Work. In such event Customer will also pay Company for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or this survival provision).
6. Company will not be responsible for and no liability shall result to Company or any of its Affiliates for any delays in delivery or in performance which result from any Third Party Services. Company (and its employees and agents) shall provide the Services as an independent contractor. Nothing in these terms is

intended nor shall be interpreted as creating an employer-employee, partnership, or joint venture relationship between Customer and Company or Customer and any of Company's or its Affiliate's employees or agents.

7. **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.
8. **Insurance.** Both LTT and Customer agree to maintain general liability and workers compensation insurance for the term of this Agreement.
9. **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.
10. **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.
11. **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.

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