



Terms & Conditions

Legal - Terms of Use

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Customer Terms

1. Key Terms

AIS RealTime provides real-time location services and solutions with clear expectations regarding pricing, project scope, and responsibilities. The following key terms apply to all engagements:

Payment Terms:

- For orders over \$100,000, AIS RealTime will invoice 35% upon receipt of a purchase order, 35% upon 50% project completion, and 30% upon final completion, with payment due within 30 days of each invoice.
- For orders under \$100,000, AIS RealTime will invoice 100% upon project milestone completion, with payment due within 30 days.

On-Site Credentialing:

- Any charges related to on-site credentialing are to be reimbursed by the vendor.

Exclusions:

- Labor and materials for Ethernet, cabling/wiring, and power (if required) are not included.
- Databases, workstations, and database licenses are not included.

Installation Assumptions:

- Standard installation assumes no labor restrictions (e.g., prevailing wage, union requirements).
- No additional structural limitations (e.g., hard ceilings) or infection control requirements (e.g., tenting) are included.
- Regulatory certification costs (e.g., OSHPD) are not included.

Quote Adjustments:

- AIS RealTime reserves the right to modify quotes based on incomplete or inaccurate information.
- AIS RealTime requires a minimum dispatch commitment of **eight (8) hours per day** and either **three (3) consecutive days** or **one (1) full week** of approval. If a shorter duration is requested, billing will be rounded up to the nearest full day or the applicable minimum period outlined above.

Delays & Change Orders:

- **Deployment Delays and Rescheduling Fees:** Customer- or partner-caused delays that result in the extension of deployment timelines may lead to incremental charges and/or a change order. If a customer or partner requests a schedule change with less than two (2) weeks' notice on two or more occasions, AIS RealTime reserves the right to charge a rescheduling fee equal to 50% of the weekly rate per scheduled technician. This fee will also include any non-refundable or rebooked travel-related expenses already incurred.
- **Scope Modifications:** Any changes to the approved Statement of Work (SOW)—including alterations to project scope, deliverables, access requirements, or timelines—must be documented through a revised quote and/or an approved change order.

Scope of Responsibility:

- AIS RealTime is responsible solely for the installation and configuration of the base infrastructure.

Travel & Rush Fees:

- All travel costs are subject to a 25% price increase if scheduled with less than 2 weeks' notice.
- All service requests are subject to a 25% Rush Fee if:
 - The request is received with less than 2 weeks' notice, AND
 - AIS does not have the necessary resources available at the time of request.

The following sections outline the full terms governing our relationship with customers.

2. PROVISION OF AIS REALTIME WORK

2.1 Defined Terms. Capitalized terms used in these Customer Terms ("Customer Terms") shall have the meanings defined within this document or in Schedule 1. Terms not defined here shall be interpreted as stated in the Customer Proposal into which these terms are incorporated.

2.2 Entire Agreement. The Agreement represents the full understanding between AIS RealTime and the Customer, superseding all prior negotiations, agreements, or representations, whether written or oral.

2.3 Provision of AIS RealTime Work. Subject to the Agreement, AIS RealTime shall provide the following as specified in the Customer Proposal: (a) provision of Products; (b) licenses to Installed Software; (c) subscriptions to Software Services; and/or (d) Professional Services.

2.4 Customer Proposal. The Customer Proposal details the specifics of AIS RealTime Work, including Project Sites, authorized users, Subscription Metrics, activation dates, subscription terms, and pricing.

2.5 **Order of Precedence.** Any conflicts in the Agreement shall be resolved with the following priority:

(1) **These Customer Terms** (2) **Customer Proposal**

2.6 **Offer Change or Revocation.** AIS RealTime may modify or revoke the Customer Proposal prior to signing. If not signed within 30 calendar days, the Proposal automatically expires.

3. PRODUCTS

3.1 **Delivery.** Unless otherwise specified in the Customer Proposal, Products will be delivered to AIS RealTime's loading dock. Title and risk transfer to the Customer upon delivery. Claims for shortages or errors must be made within 10 calendar days.

3.2 **Changes in Products.** AIS RealTime may modify Product designs, materials, or availability without prior notice.

3.3 **Security Interest.** If sold on credit, AIS RealTime retains a purchase money security interest in all sold Products.

3.4 **No Returns.** Products cannot be returned unless explicitly agreed upon in the Customer Proposal.

4. SOFTWARE

4.1 **Installed Software License.** AIS RealTime grants a non-exclusive, non-transferable license for Installed Software, subject to the End User License Agreement (EULA).

4.2 **Software Services License.** Customers receive a subscription-based license for Software Services, as defined by the Subscription Metric in the Customer Proposal.

4.3 **Updates and Features.** AIS RealTime may modify Software at its discretion. Customers will be notified of material changes.

4.4 **Third-Party Software.** Software from third parties is subject to their respective license terms.

5. PROFESSIONAL SERVICES

5.1 **Provision of Services.** AIS RealTime will perform services as described in the Customer Proposal.

5.2 **Schedule.** Work will begin upon mutual agreement, provided all prerequisites are met, including site access, permits, and utility availability.

6. PRICES AND PAYMENT TERMS

6.1 **Invoices.** Fees are invoiced as specified in the Customer Proposal.

6.2 **Payment Terms.** Payments are due within 30 calendar days unless otherwise specified. Disputed invoices must be raised within 21 days.

6.3 **Expenses.** Reasonable out-of-pocket expenses incurred by AIS RealTime will be invoiced separately.

6.4 **Taxes.** Prices exclude applicable taxes, which the Customer is responsible for unless an exemption certificate is provided.

7. CHANGE ORDERS

Changes to AIS RealTime Work must be documented in a signed Change Order. Pending approvals that delay deployment may result in additional costs.

8. CUSTOMER REPRESENTATIONS AND WARRANTIES

The Customer warrants compliance with all applicable laws and ensures that financial details provided to AIS RealTime are accurate.

9. AIS REALTIME WORK WARRANTIES

9.1 **Products.** AIS RealTime warrants its Products against defects for one (1) year from delivery. Third-party products are covered only by their manufacturer's warranty.

9.2 **Professional Services.** AIS RealTime warrants services will be performed professionally. Claims must be submitted within 30 days of completion.

9.3 **Exclusions.** Warranties do not cover misuse, unauthorized modifications, third-party actions, or force majeure events.

10. INDEMNIFICATION AND INSURANCE

10.1 **AIS RealTime Indemnification.** AIS RealTime will defend and settle third-party claims regarding intellectual property infringement, within defined limits.

10.2 **Customer Indemnification.** The Customer will indemnify AIS RealTime against claims arising from negligence, contract breaches, or misuse of AIS RealTime Work.

10.3 **Insurance.** Both parties must maintain adequate insurance coverage.

11. LIMITATION OF LIABILITY

AIS RealTime's liability is capped at fees paid in the prior 12 months. No liability for consequential, indirect, or punitive damages.

12. COMPLIANCE AND ANTI-CORRUPTION

Both parties will comply with applicable laws, anti-corruption policies, and export controls.

13. INTELLECTUAL PROPERTY

AIS RealTime retains ownership of all intellectual property arising from the Agreement.

14. CONFIDENTIALITY

Both parties must maintain confidentiality for three (3) years post-termination.

15. FORCE MAJEURE

AIS RealTime is not liable for delays caused by unforeseen events beyond its control.

16. TERMINATION

The Agreement may be terminated for cause by either party. Specific remedies apply.

17. MISCELLANEOUS

17.1 **Governing Law.** The Agreement is governed by **Michigan state law**.

17.2 **Dispute Resolution.** Arbitration will be conducted in **Grand Rapids, Michigan**.

17.3 **Assignment.** The Agreement cannot be assigned without AIS RealTime's written consent.

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