

KOTASEC GENERAL TERMS AND CONDITIONS 11/21/2023

Kotasec will provide Customer with the system, equipment, software, and/or accessories ordered by Customer set forth in the applicable Order(s) (collectively the "System") and the alarm monitoring, access control, and related services ordered by Customer set forth in the applicable Order(s) (collectively the "Services") for the location(s) identified on Page 1 or applicable Order(s) (collectively the "Premises") in accordance with the terms of this Agreement provided that Customer timely pays all undisputed costs, fees, charges, and other expenses and performs all of Customer's obligations under this Agreement.

Systems and Equipment – The following terms shall govern the purchase of any System:

1. **System Purchase.** Kotasec agrees to sell to Customer and Customer agrees to buy from Kotasec the System identified in an Order on the terms and conditions set forth in this Agreement.
2. **Price.** Customer shall pay Kotasec the total purchase price for the System. Customer shall also pay and be liable for all duties, taxes (including without limitation, sales taxes, usage tax), tariffs or other governmental charges, and activation charges of any nature whatsoever with respect to the System.
3. **Terms of Payment.** The total price and all other charges are payable in accordance with the terms of the applicable Order. If payment terms are not stated, all payments are due within thirty (30) days after the date an invoice is delivered to Customer. Kotasec may, at its option, require full or partial payment upon placement of an order and require payment of the balance due prior to or at installation.
4. **Title to Equipment.** Until payment in full shall be made by Customer to Kotasec for the System, title to all equipment and accessories comprising the System shall remain in Kotasec.
5. **Software.** All software incorporated into the System is subject to the terms and conditions of the license from the software provider. Customer does not own the software and may only use the software subject to the terms and conditions of the applicable license(s), including, as applicable, paying all required license fees. Customer shall indemnify and hold Kotasec harmless from and against all claims from the software provider arising from the failure of Customer to comply with the terms and conditions of such software license.
6. **Video Equipment.** Kotasec does not guarantee or warrant the proper or effective working of the System at all times. Customer shall be responsible for providing that the camera(s) have an unobstructed view and the microphone(s) have unobstructed audio reception of Customer's Premises. The Systems and related Services provided may include the recording of video and/or audio recording. Customer agrees to fully and conspicuously notify their on-site personnel, employees and any other person on Customer's Premises of this fact by legible signs and other approved communications, if required by law. **Customer shall indemnify and save harmless, and at its own cost and expense defend Kotasec, its affiliates, third party service providers and their respective owners, members, shareholders, directors, officers, employees, contractors, and agents from and against any and all damages, liability and costs or expense of any and every kind growing out of or by reason of any photograph or video or audio recordings taken by equipment supplied by Kotasec or for any reason out of the release, reproduction, circulation, publication or employment of any such photograph or video/audio recordings by anyone, including but not limited to any cause of action for personal injury, false arrest or imprisonment, invasion of privacy or malicious prosecution.**
7. **Delivery; Risk of Loss.** All equipment and accessories that are part of the System shall be delivered F.O.B. shipping point and risk of loss shall be passed to the Customer when the equipment is placed in the hands of the carrier (regardless of whether payment has been made). All shipping and transportation charges shall be borne by Customer. Kotasec may require Customer to prepay all shipping charges.
8. **Installation.** Customer agrees to provide all electrical power, telecommunication requirements,

and (unless specifically provided in an Order) all equipment, conduits, raceways, and wiring to satisfy the System's utility requirements and pay all utility charges associated with the installation and the operation of the System. Customer agrees to provide Kotasec with 110 AC electrical outlets for Kotasec's power equipment in locations designated by Kotasec. Customer agrees undertake commercially reasonable efforts to make the Premises available to Kotasec during Kotasec's normal working hours to permit completion of installation work. Customer understands that installation of the System may require drilling into various parts of the Premises or other interior or exterior work that may require access to non-visible areas. Customer acknowledges and agrees that installation of the System may require cutting, bolting, fastening, and securing components of the Systems to walls, floors, ceilings, roof, and other parts of the building and improvements. It is Customer's responsibility to make arrangements for lifting and replacing carpeting for the installation of floor mats and/or wiring, if required. It is the intent of Kotasec to conceal wiring in the finished areas of the premises, however, there may be areas where Kotasec determines, in its sole discretion, that it is impractical to conceal wiring. In such areas, wiring will be exposed and Kotasec shall not be liable for loss due to water intrusion, mold, fungi, wet or dry rot or bacteria. Customer must notify Kotasec in writing of any problems with the installation within thirty (30) days after the completion of installation.

If the System includes smoke, heat, and/or carbon monoxide detectors, Kotasec does not warrant that the number or placement of such detectors complies with applicable laws, codes, or insurance requirements. Customer agrees that Customer is responsible for verifying compliance with all laws, codes, and insurance requirements.

9. Existing System / Equipment. If Kotasec will modify, alter, upgrade, or improve an existing system, Customer represents that Customer has title to the existing system and the right to permit Kotasec to make changes to and take over such existing system. Kotasec has the right to inspect the existing system to determine if the existing system is in good operating condition. Customer shall be responsible for Kotasec's charges for placing the existing system in good operating condition. Unless otherwise expressly agreed in writing, Kotasec does not provide any warranty regarding Customer's existing system equipment or components.

10. Warranty. Kotasec's labor for installing the System is warranted to be free from defects in workmanship or materials for a period of one (1) year from date of installation. Warranties for defects in the equipment, software, and accessories comprising the System are limited to the warranty provided by the applicable manufacturer. Kotasec will assist Customer in connection with manufacturer warranty claims. Additionally, Kotasec's warranty does not apply to batteries, wiring, bulbs, or LEDs. Kotasec's warranty does not extend to loss caused by casualty, weather, power surges, accidents, or acts of God. Kotasec's warranty is void in case of abuse, misuse, abnormal usage, faulty installation or repair by unauthorized persons, or if for any other reason Kotasec determines that such equipment is not operating properly as a result of causes other than poor workmanship or defective materials. No part of the System may be returned without the express prior written approval of Kotasec after a determination by Kotasec that such equipment is defective because of poor workmanship or defective materials. Subject to the limitation of the applicable manufacturer's warranty or Kotasec's warranty Kotasec shall replace or repair, at its sole and exclusive option, such defective equipment or parts at its own expense. If any repairs or replacements are determined by Kotasec to not be subject to a warranty, Kotasec will inform Customer. If Customer elects to proceed with such repairs or replacements, Kotasec shall be paid by Customer at Kotasec's then applicable time and materials rates. Customer shall pay all shipping, insurance and similar charges incurred in connection with the replacement of the defective equipment or parts if it is determined that the defective equipment or parts are not under warranty. **The warranty contained in this paragraph is expressly made in lieu of any other warranties, expressed or implied, it being understood that all such other warranties, expressed or implied, including the warranties of merchantability and fitness for particular purpose are hereby expressly excluded and disclaimed. In no event shall Kotasec be liable to Customer for indirect, collateral, incidental or consequential damages in connection with Customer's use of the System, or for any other cause whatsoever relating to the System.**

11. Limitation of Liability. Neither Kotasec nor its owners, employees, or agents shall be liable to Customer or anyone else for any liability, claim, loss, damage or expense of any kind, or direct, collateral,

incidental or consequential damages, relative to or arising from or caused directly or indirectly by the System or the use thereof or any deficiency, defect or inadequacy of the equipment except to the extent that Kotasec may be liable to Customer for breach of the warranty granted under Section 10 above. It is expressly agreed that Customer's exclusive remedy for any cause of action relating to the purchase and/or use of System from Kotasec shall be for actual, direct damages and except for claims arising from Section 15 or Kotasec's gross negligence, willful misconduct, or fraud, Kotasec's aggregate liability for any and all losses or damages resulting from any cause whatsoever, including negligence, shall in no event exceed the greater of (i) \$10,000 or (ii) the purchase price paid by the Customer for the System in respect to which the claim is made, or at the election of Kotasec the restoration or replacement or repair of such System, or defective portion thereof, if such repair is possible .

12. Delays. All delivery dates provided by Kotasec are estimated. Kotasec shall not be liable for failure to deliver or delays in delivery however caused.

13. Cancellations. Customer may cancel all or part of its order only with prior written consent of Kotasec and the payment of applicable cancellation charges. The cancellation charge for any order, or part thereof, shall be an amount determined by Kotasec. Written request for cancellation must be received by Kotasec at least ten (10) days prior to the shipment date of the order.

14. Returns and Allowances. Any and all returns, allowances or adjustments must be requested in writing within sixty (60) days after Customer receives the equipment and are subject to the written approval of Kotasec, in Kotasec's sole discretion. Returns approved by Kotasec are subject to 15% restocking charge, plus refurbishing if required. In addition to any other charges, Customer shall pay for any shipping, insurance and similar charges incurred in connection with any return.

15. Indemnification. Kotasec shall indemnify, defend, and hold harmless Customer, from any and all third-party claims, actions, suits, proceedings, costs, expenses, damages, liabilities, including reasonable attorney fees, which arise out of or result from: (i) any breach relating to confidentiality or compliance with laws relating to this Agreement; or (ii) any claim that the System infringes upon a patent, trademark, copyright or other intellectual property right of a third party. If the System, or any part thereof, constitute or may constitute infringement or misappropriation of another party's rights and/or Customer's use thereof is or may be enjoined, Kotasec shall promptly either (i) secure for Customer the right to continue the use of such infringing System by procuring for Customer a license or other permission as shall enable Customer's continuing use, or (ii) re-perform or replace, as applicable and at Kotasec's sole expense, such System or deliverables with a comparable non-infringing System or deliverables; or (iii) modify the same so that they become non-infringing.

Monitoring and Other Services – The following shall govern Services provided by Kotasec.

1. Term. The initial term for the Services shall be as stated in the applicable Order. At the end of the stated initial term, the term shall automatically renew for an additional term of the same duration unless not less than thirty (30) days prior to the end of the current term either Kotasec or Customer shall give written notice to the other party terminating the term of the applicable Services as of the end of the current term.

2. Payment. Payments to Kotasec for Services to be provided shall be in the amount and upon the terms stated in the applicable Order. All payments for monthly or periodic Services shall be made in advance. For any special Services provided by Kotasec not identified in an Order Customer agrees to pay Kotasec for such Services on a time and materials basis at Kotasec's rates then in effect. Unless otherwise stated in an Order, Customer shall pay Kotasec within thirty (30) days of receipt of invoice.

3. Additional Charges. Customer is responsible for all telecommunication charges related to the provisions of Services. Customer agrees to pay, in addition to the monthly or periodic fees, all charges for false assessments, and all taxes, fees and charges imposed by any governmental authority, on or relating to the Services provided. Customer may incur charges with third-party service providers as a result of accessing on-line services, or purchasing, licensing or subscribing to other offerings via the Internet or through interactive options. Those charges are separate and apart from the amounts charged by Kotasec. Customer is solely responsible for all such charges payable to third parties, including all applicable taxes. In addition, Customer is solely responsible for protecting the security of credit card and other personal

information provided to others in connection with such transactions.

4. **Monitoring.** Kotasec will monitor signals from the System during the term of the monitoring Services. Kotasec may contract the performance of all or any portion of the Services to any affiliate of Kotasec or third party provider and provide such affiliate or third party with all information regarding Customer as Kotasec deems necessary or appropriate to the provision of the Services. If Kotasec designates a third party to provide Services, Kotasec may request Customer enter into an agreement for such Services with the third party. If Customer does not enter into the agreement, then Kotasec shall not be responsible for providing those Services. The Services may be provided to Customer directly by Kotasec through an affiliate of Kotasec, and/or by a third party designated by Kotasec. Kotasec shall be responsible for the performance of the third party providing Services to Customer.

Services will begin when the System is installed and operational, and when the necessary communications connection is completed. Customer agrees to provide Kotasec (and, if applicable, the third party service provider) with a completed emergency contact list and to promptly update the contact list as necessary. The person(s) identified on Customer's emergency contact information will be authorized to act on Customer's behalf, including the authority to cancel an alarm prior to the notification of emergency response organizations. Kotasec, its affiliates, and third party service providers are entitled to rely solely on Customer's emergency contact information and the instructions of such person. Customer acknowledges that and Kotasec, its affiliates, third party service providers, and Customer may be subject to applicable laws and industry standards designed to reduce false alarms, and that these may result in practices and procedures that delay either the notification of emergency responders, or other verification procedures in response to monitored alarms. Customer agrees that Kotasec, its affiliates, and/or third party service providers may, in its and their reasonable discretion, attempt to contact Customer to verify that a signal is not a false alarm. **If Kotasec, its affiliates, or third party service provider in good faith believes, in its or their reasonable discretion that no emergency condition exists, it may elect not to follow the notification or other verification procedures utilized for emergency conditions without liability to Customer.** In such event, neither Kotasec, its affiliates, or third party service provider shall be liable for its failure to contact Customer or any person on Customer's emergency contact sheet as contemplated in this paragraph.

Kotasec, its affiliates, or third party service provider may, with such prior notice as Kotasec may reasonably give under the circumstances, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures. Further, if any System relays or records three (3) or more false alarm signals within a twenty- four (24) hour period, Kotasec, its affiliates, or third party service provider may place such System in test status. Kotasec will send notice to Customer by email when the System is placed in test status. Kotasec is not responsible for Customer's monitoring of notices sent by Kotasec. **Throughout the duration of any test status period, for any reason and/or at the request of any person or entity whatsoever, neither Kotasec, its affiliates or third party service providers shall be required to provide services.**

Customer agrees to comply with all permitting requirements under applicable law with respect to the operation of the System and our provision of the Services, and to provide Kotasec with the permit number and such other information as may be requested from time to time.

Customer agrees that: (a) the System communicates with the monitoring facility over one or more transmission systems, as agreed upon between the parties, , such as POTS (plain old telephone system), VoIP, DSL, broadband, cellular, radio, internet, etc.;

(b) transmission systems are maintained and serviced solely by the applicable transmission system provider, which may include an affiliate of Kotasec with respect to certain transmission systems; (c) these transmission systems may be affected by faulty or failed equipment, weather conditions, power outages, upgrade or maintenance work, or other interruptions in service; and (d) any such conditions or changes made to these transmission systems may disrupt communications from the System. Without notice from Customer, Kotasec, its affiliates, and third party service providers may not be aware of the existence of any such problem.

Customer acknowledges that Kotasec, its affiliates, and third party service providers, will not receive signals from the system if the transmission systems are not working properly, transmissions are interrupted for any reason, or if changes in the transmission systems prevent the system from

communicating with the monitoring provider. Customer is responsible for testing the system on a weekly basis, as well as immediately following any storm, power outage, transmission system outage, or any change to any transmission system, in order to verify the continued functioning of the system. Customer agrees to immediately notify Kotasec of any problems with the System. Customer acknowledges and agrees that no form of monitoring is error-free and, except for Kotasec's warranty obligations, that none of Kotasec, its affiliates, or third party service providers are responsible for any interruption of Services due to faulty equipment, faulty transmission systems, power outages, other interruptions in transmission services, transmission systems that have been tampered with or any damage or destruction to the Systems or the equipment or facilities of Kotasec, its affiliates, or third party service providers. Kotasec, its affiliates, and third party services providers are not required to supply monitoring service to Customer while any such interruption continues. Customer acknowledges and agrees that all battery-operated detector, sensors, equipment, and other devices that are not connected to the electrical system require batteries to operate and may not operate correctly, fully, or at all if batteries are low or dead. Customer is responsible for regularly inspecting and replacing all batteries in all battery operated detectors, sensors, equipment, and other devices.

Customer acknowledges and agrees that the use of certain wireless services may be restricted or prohibited in or around particular environments, including, for example, airports, aircraft, hospitals and war zones. Customer agrees to comply with all such restrictions. Customer also acknowledges and agrees that criminals and others with malicious intent may be able to intercept and disrupt wireless communication. Kotasec is not responsible for any such restrictions, interceptions, and disruptions or loss related thereto.

Customer acknowledges and agrees that the Services may include certain remote viewing and access features and functionality. The ability for those features and functionality to work with the System and Services will be dependent upon a variety of factors outside the control of Kotasec, its affiliates, and third party service providers, including, but not limited to, faulty equipment, faulty transmission systems, limitations inherent in wireless services, power outages, and other factors. Kotasec, its affiliates, and third party service providers shall not be liable in the event they fail to do so for any reason outside of their control.

Customer acknowledges and agrees that, upon receiving notification that an alarm signal has been received by Kotasec, the police, fire department or other responding authority may forcibly enter Customer's Premises. Kotasec, its affiliates, and third party service providers are not liable for damage, injury, or loss to Customer, its Premises, the property of Customer, and the property of others resulting from any such entry.

5. Cancellation. In addition to its other rights and remedies, Kotasec may cancel this Agreement regarding any Services provided or suspend individual Services: (i) if and to the extent Customer's System is damaged or destroyed, (ii) if the System is not properly maintained by Customer or altered in any way that materially affects the provision of Services, (iii) if Customer fails to comply with the terms and conditions of this Agreement, including but not limited to payment of charges and fees, or (iv) if Customer fails to comply with operating procedures for the System and/or Services.

6. No Warranty. Customer agrees that Kotasec does not warrant or guarantee its Services and is not an insurer. Customer should obtain such insurance to protect its property and interests as Customer determines appropriate. Customer agrees that the amounts paid to Kotasec, its affiliates, and third parties are based upon the value of Services offered and the scope of liability undertaken and such sums are not related to value of the property of Customer or to others located on Customer's Premises. Customer agrees that Kotasec, its affiliates, third party providers and their respective owner, employees, contractors, and agents are not liable to Customer for damages or losses to Customer, Customer's property, or the property of others located at Customer's Premises that are not caused by Kotasec. Kotasec makes no warranty, expressed or implied, that the Systems installed or the Services furnished will avert or prevent occurrences, or the consequences there from, which the Systems and Services are designed to detect. Customer agrees that Kotasec, its affiliates, third party providers and their respective owner, employees, contractors, and agents shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or to property, whether directly or indirectly caused by performance or nonperformance of obligations imposed by this Agreement, defects or failure in the System or Services. Except for claims arising from Section 7,

or Kotasec's gross negligence, willful misconduct, or fraud, Customer agree that if Kotasec should be found liable for any losses of damages attributable to defects in and/or failure of Systems or Services in any respect, its aggregate liability shall be limited to (i) a sum equal to the amount equal to the annual charge for the Services provided or (ii) \$10,000.00, whichever is greater.

7. **Indemnification.** Kotasec shall indemnify, defend, and hold harmless Customer, from any and all third-party claims, actions, suits, proceedings, costs, expenses, damages, liabilities, including reasonable attorney fees, which arise out of or result from any breach relating to confidentiality or compliance with laws relating to this Agreement.

Additional Terms – The following terms govern both the purchase of Systems and equipment and provision of Services.

1. **Non-Payment.** In addition to all other remedies available to Kotasec if Customer does not timely pay for Systems, equipment, or Services, Customer shall pay to Kotasec interest at the monthly rate of 1% or, if less, equal to the maximum legal rate allowed, on all amounts outstanding which are not paid when due; provided, however, Kotasec must provide Customer with notice and five (5) business days from the date such notice is given to cure before applying any interest or suspending any Equipment or Services as indicated below. Customer shall also pay all reasonable attorney's fees and costs incurred by Kotasec in collecting unpaid amounts due from Customer. In addition, Kotasec may suspend the installation of Equipment and/or the provision of Services upon notice to Customer and without liability to Customer for damage or loss resulting from any such suspension. Nothing contained in this Agreement shall be construed to limit the Kotasec's rights and remedies available at law or in equity.

2. **Disputed Charges; Claims.** Customer shall be required to give Kotasec notice of a dispute regarding charges for Systems, equipment, or Services within sixty (60) days after the date an invoice is submitted to Customer. For all other claims, Customer shall give written notice to Kotasec of any claim arising out of or relating to this Agreement within ninety (90) days after the date of the occurrence(s) giving rise to such claim or potential claim. No action to recover for any claim of Customer shall be instituted or maintained against Kotasec, its affiliates, or third party service providers unless notice of such claim has been so given by Customer to Kotasec. Notwithstanding the anything contained in this Agreement, the terms and conditions for the provisions of Services set forth in any agreement between the Customer and a third party service provider if different than the terms of this Agreement shall govern the relationship, rights, and obligations of such parties. Unless specifically prohibited by law, no action to recover for any claim shall be instituted or maintained by Customer against Kotasec, its affiliates, or third party service providers under this Agreement, unless the action has been instituted within twenty (24) months after the date of the occurrence giving rise to such claim.

3. **Limitation of Liability.** **To the extent permitted by law Customer acknowledges and agrees that in no event shall Kotasec, its affiliates, third party service providers, or any of their respective owners, shareholder, members, director, officers, employees, contractors, or agents be liable to Customer for lost profits, lost, damaged, or stolen property, loss of use of property or the Premises, fines, charges, claims of third parties, indirect, special, incidental, consequential, or punitive damages. This limitation of liability applies to all acts, omissions, and the negligence of Kotasec, its affiliates, third party service providers, or any of their respective owners, shareholder, members, director, officers, employees, contractors, or agents.**

4. **Delays.** A party shall not be considered to be in default or breach of this agreement, and shall be excused for performance or liability for damages to the other party, if and to the extent it shall be delayed or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence any act of God, weather, fire, flood, public disturbance, terrorism, acts of public authority, or other cause outside of the reasonable control of a party. Each party shall use its best efforts to mitigate the effects of such delay. This paragraph shall not apply to or permit Customer to delay payment of any amounts due Kotasec or Kotasec from performing any obligation that may be satisfied by the payment of money.

5. **Waiver.** No waiver of the terms of this Agreement shall be effective unless such waiver is in writing and signed by an authorized representative of Kotasec. The waiver of any terms shall not constitute

a waiver of any subsequent non-performance and non-compliance or of any subsequent breach of such terms, nor will such waiver justify or authorize the non-observance of any other term of this Agreement. Neither Kotasec or Customer waives any provision or right if it fails to insist upon or enforce strict performance of any provision of this Agreement.

6. Hazardous Materials. Customer represents and warrants to Kotasec that the Premises and the work site are free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered, Kotasec will not be required to install or service the System unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend and hold Kotasec, its affiliates, third party providers and their respective owners, members, shareholders, directors, officers, employees, contractors, and agents harmless from any damages, claims, injuries or liabilities resulting from the exposure to hazardous materials at the Premises; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the Premise by Kotasec or its employees, contractors, or agents.

7. No Assignment. This Agreement may not be assigned by either party without the express prior written consent of the other. Notwithstanding the foregoing, either party may assign this Agreement in connection with the sale or transfer of all or substantially all of its business or assets; provided that the terms and conditions of this Agreement, including but not limited to pricing, service levels and performance standards, shall remain unchanged following any such assignment. Upon any such assignment, the assigning party shall be released from the obligations under this Agreement that arise after the effective date of such assignment. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

8. Governing Law. This Agreement is governed by the laws of the State of Ohio, without regard to the state's conflict of laws principles. Any suit or action that arises out of, relates to, or pertains to this Agreement, including all Orders shall be brought only in the state and Federal Courts serving Montgomery County, Ohio. Customer consent to the jurisdiction of such courts and agrees to venue. **Kotasec and Customer each waive their right to a trial by jury in connection with any suite or other action regarding this Agreement or other dispute between Kotasec and Customer.**

9. Authority. The individual signing this Agreement on behalf of Customer represents and warrants that he or she is duly authorized by Customer to execute this Agreement and that this Agreement is a valid and binding obligation of Customer.

10. Invalid Provision. If any provision of this Agreement is found to be invalid, the invalid portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining provisions shall still be effective.

11. Notices. All notices shall be in writing and sent to the other party to the address stated on page 1 of this Agreement. A party may change its notice address by giving written notice to the other party. Written notice may be given by email, certified mail, return receipt requested, or overnight delivery. Notice given by email shall be effective when sent, provided that (i) notice sent by email after 5:00 p.m. shall be effective on the next business day, and (ii) any notice of termination or default shall contemporaneously be sent by one of the other means noted. Notice given by certified mail, return receipt or overnight delivery service shall be given when received.

12. Survival. Customer's obligations under this Agreement to indemnify, defend, and hold harmless Kotasec, its affiliates, third party providers and their respective owners, members, shareholders, directors, officers, employees, contractors, and agents shall survive the termination of this Agreement.

13.

Entire Agreement. This Agreement and each Order constitute the entire agreement between the parties and supersedes any prior agreements and understandings, including without limitation any agreements contained in any purchase order or other forms of purchase. No Order initiated by Customer to Kotasec shall be binding on Kotasec unless and until Kotasec signs and returns a copy of such Order to Customer. No representations have been made by Kotasec to Customer except contained herein. This Agreement may not be amended or modified except in a writing

specifically denoted as an amendment to this Agreement, in which such writing is signed by Customer and an authorized representative of Kotasec. Neither the course of conduct between Kotasec and Customer nor trade practice shall act to modify any provision of this Agreement.

14. Legal Compliance. Each party shall perform its obligations under the Agreement in a manner that complies with all applicable laws and regulations (including identifying and procuring required permits, certificates, approvals and inspections) required of such party, or for which such party is responsible hereunder. Kotasec shall keep such records and upon request provide Customer with such reporting or evidence of compliance as Customer may reasonably require showing Kotasec meeting its compliance obligations herein.

15. Third Party Beneficiaries. Except as otherwise provided in this Agreement, nothing in this Agreement, express or implied, is intended or shall be construed to create any rights in, or confer any benefits upon, any person or entity other than the parties to this Agreement.

16. Subcontractors. Upon request, Kotasec shall provide Customer a list of its subcontractors utilized in its products or Services provided to Customer. Kotasec shall remain liable for the actions of its subcontractors.

17. Independent Contractor. The relationship of the parties hereto is that of independent contractors. The parties hereto are not deemed to be agents, partners or joint venturers of the others for any purpose as a result of this Agreement or the transactions contemplated thereby. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other, without the prior consent of the other party to do so.

18. Confidentiality. During the term of this Agreement, each party may have access to the other party's business or technical information, customer information, information related to products, services or designs, documentation, training materials, costs, pricing, financial information, marketing plans, personnel, research, or any information a party knows or should know is confidential ("Confidential Information"). The parties agree they will not use the Confidential Information except to fulfill the purpose of this Agreement and will not disclose such Confidential Information except to the extent necessary and only to those who are bound by the confidentiality obligations in this Agreement. Each party will use the same degree of care and security safeguards it uses to prevent the unauthorized disclosure of Confidential Information. Each party will promptly notify the other of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Upon termination of this Agreement or upon request a party shall return or dispose, at the direction of the requesting party, all Confidential Information of the other, except the party may retain one (1) copy, if required, for record retention purposes and in connection with any matter or dispute concerning this Agreement, however, such information shall remain subject to the confidentiality obligations contained herein.