



## Terms and Conditions

The following Terms and Conditions are applicable to the sale of Products, Professional Services, Managed Services and/or Subscription Services supplied by InterVision Systems, LLC, or Sycom Technologies, LLC d/b/a InterVision Systems (each "InterVision") pursuant to an Order or Quote not covered by a Master Agreement and/or Statement of Work.

### 1. DEFINITIONS

Products (i.e., goods) mean any configuration of hardware, equipment and/ or software including documentation sold or licensed to Customer by InterVision. Professional Services mean technical consulting services performed for Customer. Managed Services shall mean information technology services managed by InterVision. Subscription Services means third-party Subscription Services provided by a vendor/partner on behalf of InterVision including but not limited to managed services and managed cloud subscription services. "Customer" means the entity to which InterVision sells Products, Professional Services, Managed Services or Subscription Services.

### 2. ACCEPTANCE OF ORDERS

Orders for Products, Professional Services or Subscription Services shall be subject to acceptance by InterVision at its principal place of business. InterVision's Receipt of Customer's signed Order/Quote for Products, Professional Services or Subscription Services shipped by, provided by or used by Customer through a subscription offered by InterVision is Customer's acceptance of these Standard Terms and Conditions. Changes to a Customer's Order/Quote for Products, Professional Services or Subscription Services shall not be effective unless a writing has been executed by authorized representatives of both parties ("Change Order"). If additional charges are owed to InterVision as a result of a Change Order, said additional charges shall be set forth on the Change Order, added to the amount owed InterVision and invoiced by InterVision to Customer.

### 3. PRICES, TAXES AND SHIPPING CHARGES

Prices are exclusive of, and Customer is responsible for, all sales, use, and ad valorem, assessments or taxes ("Taxes"), tariffs and shipping and delivery charges (including licensing and permits). The prices in the Order/Quote" is firm only if an executed copy of the Order/ Quote is received by InterVision within 30 days of the date of the order/Quote. InterVision will invoice Customer for all applicable Taxes, unless Customer supplies an appropriate tax exemption certificate in a form satisfactory to InterVision within 30 days from the date Customer places an order with InterVision, Delivery and shipping is FOB

Origin. Customer is not responsible for taxes based on the net income of InterVision.

### 4. TERMS OF PAYMENT

Unless otherwise set forth in the Sales Quote, payment terms are Net Thirty (30) days from the date of the invoice, which date shall not precede the date of shipment of the Products, substantial performance of Professional Services or with respect to the Subscription Services, the date the Subscription Services commence. The foregoing terms are subject to maintaining credit arrangements satisfactory to InterVision. Otherwise, terms are cash in advance of delivery. Interest will be added on all past due invoices at the rate of one and one-half percent (1.5%) per month or maximum rate allowed by law, whichever is less.

### 5. Credit Report Authorization

Customer authorizes InterVision from time to time to obtain Business and Consumer Credit Reports on Customer. InterVision shall have no obligation to begin or continue performance until adequate credit and funding information is provided at any time on written request of InterVision. InterVision may stop the manufacture or supply of any labor or materials or terminate any Subscription Services when it, in its sole discretion, reasonably determines that Customer is in material breach of this Agreement or any other contract with InterVision. In such event, InterVision shall be entitled to all remedies provided for herein and by applicable law.

### 6. No Consumer Goods or Services Provided

Customer represents to InterVision that none of the Products, Professional Services or Subscription Services are primarily for personal, family, or household purposes.

### 7. Risk of Loss

Risk of loss shall pass to Customer when Products are placed into the possession of the carrier at InterVision's facilities or those of its third-party supplier. Damage to any of the Products in transit, without regard to which party paid the shipping charges or whether any third party is designated as consignee thereof, is Customer's responsibility, including the responsibility to file claims with the carrier.

### 8. Security Interest

InterVision shall have a purchase money security interest in the Products sold to the Customer, and in the proceeds thereof, until payment is made in full by Customer. At InterVision's request, Customer shall reasonably cooperate

with InterVision to execute all documents and financing statements necessary to permit InterVision to perfect such security interest.

#### 9. License and Title

InterVision retains any transferable title and/or any applicable licenses to the Products until Customer has performed all the obligations due and owing to InterVision under the agreement between the parties and until the purchase price of the Products has been fully paid. Notwithstanding the foregoing, the sale of Products, the provision of Professional Services or the sale of Subscription Services by InterVision does not convey any license, ownership, or title to Customer beyond that issued to Customer by third party providers. With respect to materials and processes developed by InterVision for Customer, subject to any limitations imposed on content licensed by third parties to InterVision, Customer is granted a non-transferable, exclusive, worldwide, royalty-free license, to reproduce, distribute, display, and modify those materials solely for the purposes of operating, servicing, and repairing the Products, or integrating the Products to a system, and for no other purpose. InterVision expressly reserves all its rights, including but not limited to patent, copyright and other intellectual property rights, not otherwise granted to Customer and Customer agrees to assign all rights and execute any and all documents necessary to assign ownership to InterVision.

#### 10. Subscription Services

If Customer is purchasing subscriptions, third-party services or third-party software (the "Subscription Services"), the following provisions shall apply. All Subscription Services may be subject to a license agreement, a subscription or cloud service agreement, an acceptable use policy or agreement and/or other documents by and between a third-party subscription/software/service provider (the "Subscription Agreements") and Customer, as updated from time-to-time by the third-party subscription/software/service provider (the "Subscription Provider"), which, in addition to these terms and conditions, govern Customer's use of the Subscription Services. Customer represents and warrants that it has reviewed and understands the Subscription Agreements and that use of the Subscription Services is subject to the third-party Subscription Agreements. Customer shall comply with the Subscription Agreements. Customer understands that the third-party subscription provider has the right to interact directly with Customer without InterVision's participation and terminate

Customer's ability to access and use the Subscription Services. InterVision disclaims any liability arising out of Customer's use of Subscription Services provided by a Subscription Provider including any interruption in, access to or use of the Subscription Services, or the termination of the Subscription Services by the Subscription Provider. InterVision is not an agent of the Subscription Provider. Subscriptions and/or licenses for Subscription Services are non-cancelable during the subscription or license term specified in the Sales Quote or Order and Customer shall remain liable for all charges for the length of the subscription or license term regardless of the cause for cancellation or termination. InterVision shall also be entitled to recoup from Customer any third-party service charges or fees assessed or billed to InterVision by the Subscription Provider including but not limited to set-up charges, maintenance fees, pre-existing liabilities (invoices due from third party prior to InterVision's involvement) and termination fees.

#### 11. Confidential and Proprietary

Information. InterVision and its third-party vendors retain for themselves all proprietary rights in and to all designs, engineering details, schematics, drawings, and other similar data pertaining to the Products and Professional Services which are provided to Customer under the agreement between the parties. Neither party will copy, duplicate, reverse engineer, reverse compile nor attempt to derive the composition or underlying information of any confidential or proprietary information. If either party desires that information not reasonably understood to be confidential or proprietary provided to the other party be held in confidence that party will, prior to or at the time of disclosure, identify the information in writing as confidential or proprietary. Both parties will keep all confidential and proprietary information confidential and will not, without the prior written consent of the disclosing party, publish, disclose or otherwise make available, directly or indirectly, any item of proprietary or confidential information to any person or entity other than its employees, agents, or contractors who have a need to know in the performance of their duties and who are under a similar written obligation limiting the use and disclosure of disclosing party's confidential or proprietary Information. Each party must treat confidential and proprietary information with the same degree of care as it does its own similar information, but with no less than reasonable care. These obligations do not apply to information which: (a) is or becomes known by recipient without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public through no act or omission of recipient, or (c) is independently developed

by recipient without use of confidential or proprietary information. This section will not affect any other confidential disclosure agreement between the parties.

#### 12. Relationship Between the Parties.

InterVision is a vendor with respect to Products, an independent contractor with respect to any Professional Services and an authorized reseller for any Subscription Services; and nothing herein shall be construed to create a partnership, joint venture, agency, franchise, nor employee relationship. Neither Customer nor any of its agents or employees will have any right or authority to assume or create any obligation of any kind, whether express or implied, on behalf of InterVision.

#### 13. Non-Solicitation of Employees

Unless prior approval is obtained from InterVision in writing and except as may be prohibited by applicable law, Customer shall not solicit the services of any InterVision employee, nor any employee or independent contractor of an InterVision contracted partner, who may have performed Professional Services or was involved in the sale or administration of the Products, Professional Services or Subscription Services for Customer under these Terms and Conditions and for one (1) year thereafter. Nothing contained herein shall prohibit either party from posting job openings on its web site or otherwise advertising job openings through industry or mass media publications, recruitment web sites, or generally advertised job fairs, or from responding to and hiring individuals who initiate contact with such party through such sources concerning job opportunities.

#### 14. Inspection and Acceptance

Rejection of Products or Professional Services must be completed within fourteen (14) days of delivery of Products to Customer or completion of the Professional Services otherwise the Services will be deemed accepted. Use of Subscription Services by Customer shall constitute acceptance of the Subscription Services. In case any Product or Professional Service is defective in material or workmanship, or otherwise not in conformity with the specified requirements of the Order, Customer shall notify InterVision in writing of non-acceptance of the Products or Professional Services. If InterVision does not receive written notice of non-acceptance within fourteen (14) days of delivery of Products or completion of the Professional Services to Customer, the Products and/or Professional Services will be deemed accepted. Upon written notice of non-acceptance of Products and/or Professional Services,

InterVision shall promptly repair or replace or, at its option, cancel the Order.

#### 15. Cancellation, Restocking and Rescheduling

In the event Customer (a) cancels all or part of any order for Products, Professional Services or Subscription Agreements, (b) fails to meet any material to perform any obligation due or owing to InterVision, including failure or refusal to make timely payments, causing InterVision to cancel or reschedule any order of portion thereof, (c) requests a rescheduling delivery of Products or Professional Services and the request is accepted by InterVision, or (d) requires a configuration change causing the rescheduling of delivery of Products, Customer understands that InterVision may incur costs from its suppliers, including cancellation, restocking and/or rescheduling charges. Additionally, some of InterVision's suppliers may not accept any returns or returns to Products if modifications have been made to the Products. Customer agrees to pay InterVision's invoice for recovery of all reasonable costs associated with the cancellation or rescheduling of the order charged InterVision by its suppliers in addition to other amounts that may be due and owing to InterVision. Professional Services are cancellable only with the consent of InterVision. Cancellation of Subscription Services does not relieve Customer for paying for the Subscription Services for the remainder of the term of the Subscription Services specified in the Order.

#### 16. Limited Warranty

Products: InterVision will transfer to Customer, upon payment in full, the manufacturer's warranty for any Products delivered to Customer by InterVision. Customer can request that the specific details of the manufacturer's warranty be disclosed as part of the Product specification. Customer's remedy for any defective Products after acceptance by Customer shall be solely against the third-party manufacturer or vendor. InterVision warrants to Customer that the Professional Services shall be performed in a professional, competent manner. Warranties for Subscription Services are provided exclusively by the third-party subscription services provider.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE INCLUDING ANY WARRANTIES OF TITLE AGAINST LIENS, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT THE PRODUCTS ARE COMPATIBLE WITH ANY PRODUCTS

WITH ANY PRODUCTS NOT FURNISHED BY INTERVISION OR USE IN CONJUNCTION WITH THE INTERVISION PROFESSIONAL SERVICES, AND/OR ARISING FROM A COURSE OF DEALING OR TRADE PRACTICES, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. INTERVISION NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE PROVISION OF PROFESSIONAL OR SUBSCRIPTION SERVICES.

#### 17. **Limitation of Liability**

If Customer rejects the Products within fourteen (14) days of receipt of the Products or completion of the Professional Services, InterVision agrees at InterVision's option to either replace or repair any defective Products or Professional Services within a reasonable time or cancel the order. Customer's Products are also subject to and limited by any limitations contained in the manufacturer's terms and conditions of its warranty to Customer.

INTERVISION'S LIABILITY UNDER OR FOR BREACH OF THIS AGREEMENT WILL BE LIMITED TO REFUND OF THE PURCHASE PRICE OF THE PRODUCTS OR PROFESSIONAL SERVICES. INTERVISION SHALL HAVE NO LIABILITY FROM THE PROVISION OF THIRD-PARTY SUBSCRIPTION SERVICES AND CUSTOMER'S REMEDY SHALL BE SOLELY AGAINST THE THIRD-PARTY SUBSCRIPTION PROVIDER. INTERVISION DISCLAIMS ALL LIABILITY RELATED TO OR ARISING FROM CUSTOMER'S USE OF THIRD-PARTY SUBSCRIPTION SERVICES. CUSTOMER HEREBY WAIVES AND RELEASES INTERVISION FROM ANY LIABILITY ARISING FROM SUCH USE OF THIRD-PARTY SUBSCRIPTION SERVICES. IN NO EVENT WILL INTERVISION BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS BY CUSTOMER. IN NO EVENT WILL INTERVISION BE LIABLE FOR DELAY OF ANY TYPE, DAMAGES FOR LOSS OF DATA, NOR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE. CUSTOMER HAS ACCEPTED THE DISCLAIMER OF LIABILITY FOR DAMAGES AS PART OF A BARGAIN FOR THE PRICE OF THE PRODUCTS, PROFESSIONAL SERVICES AND/OR SUBSCRIPTION SERVICES AND UNDERSTANDS FURTHER THAT THE PRICE OF THE PRODUCTS PROFESSIONAL SERVICES AND/OR SUBSCRIPTION SERVICES WOULD BE HIGHER IF INTERVISION WERE REQUIRED TO BEAR ADDITIONAL LIABILITY FOR DAMAGES. THE LIMITATIONS OF LIABILITY HEREIN SHALL NOT

APPLY TO ANY INDEMNIFICATION OBLIGATION.

#### 18. **Default and Remedies**

Customer shall be in default on the occurrence of any of the following events or conditions: (a) Failure of Customer to make payment for the Products, Professional Services or Subscription Services in accordance with these Terms and Conditions; (b) Customer's breach of any obligation, covenant, or liability herein or under any Order; (c) any warranty, representation or statement made or furnished to InterVision by or on behalf of Customer was false in a material respect when made or furnished; (d) dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any of Customer's assets, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law by or against Customer or any guarantor or surety for the Customer; and (e) with respect to Subscription Services, any breach of any of the Subscription Agreements. On the occurrence of any event of default, and at any later time, InterVision may declare all obligations under its agreement with Customer due and payable immediately and may proceed to enforce payment and exercise any and all of the rights and remedies provided by the Uniform Commercial Code as well as other rights and remedies either at law or in equity possessed by InterVision. With respect to Subscription Services, in the event of a default, InterVision may accelerate the payments due for the remainder of the subscription term and declare all amounts due and payable immediately and InterVision may also recover any third-party vendor fees paid by InterVision including set-up maintenance and termination. Customer may be required by InterVision to assemble the Products and make the Products available to InterVision at any place to be designated by InterVision. Unless the Products are perishable, threaten to decline speedily in value, or are of a type customarily sold on a recognized market, InterVision will give the Customer reasonable notice of the time and place of any public sale of the Products. The requirements of reasonable notice shall be met if the notice is mailed, postage prepaid, to the address of Customer, as hereinafter set forth, at least ten (10) business days before the time of the sale or disposition. The Customer will keep the Products separate and identifiable and at the address on the face of this document, or subsequent purchase order, and will not remove the Products from that

address without the InterVision's written consent until payment is made in full by Customer

#### 19. [Export and Import Laws](#)

All Products, Professional Services, Subscription Services and technical data created or delivered under the agreement with Customer may include encryption, are subject to U.S. export control laws, and may be subject to export or import regulations in other countries. Regardless of any disclosure by Customer to InterVision of the ultimate destination, Customer agrees to comply strictly with all such laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export or import as may be required at Customer's expense.

#### 20. [Force Majeure](#)

A party is not liable under the Agreement for nonperformance to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, pandemic, epidemic, labor disruption, regulatory or legislative intervention or other similar causes beyond its control and anticipation or foreseeability. In any such event, a party will be excused from the performance of such obligation affected by such event for so long as such circumstances prevail, provided that a party uses and continues to use commercially reasonable efforts to utilize alternative resources to recommence and/or maintain performance without further delay. This provision does not relieve either party of its obligation to make payments then owing.

#### 21. [Data and Recovery](#)

Customer shall be solely responsible for management and adequacy of its data back-up, data recovery, and disaster recovery measures. Except as otherwise agreed upon, InterVision shall not be responsible or held liable for any Customer internal processes, procedures, or requirements, or otherwise to insure the protection against loss or corruption, availability, confidentiality, or security of data or information of lack thereof.

#### 22. [Indemnification](#)

Except as may otherwise be limited by agreement between the parties. Customer shall indemnify, defend and hold harmless InterVision and its affiliates, agents, employees, officers, directors, shareholders, members, managers and contractors from any claims, losses, liabilities, expenses, costs, suites or damages, including reasonable attorney

fees and court costs, arising out of the Customer's breach of any agreement between the parties and (ii) from all liability for loss, fees, damage, or injury to persons or property resulting from the negligence or misconduct of Customer, its employees and contractors provided that any such claim is attributable to bodily injury, sickness, disease, death, or injury to or destruction of tangible property. InterVision shall indemnify, defend and hold Customer harmless from all liability for loss, fees, damage, or injury to persons or property resulting from the negligence or misconduct of InterVision, its employees and contractors provided that any such claim is attributable to bodily injury, sickness, disease, death, or injury to or destruction of tangible property. Any party requesting indemnification shall promptly notify the other party of circumstances giving rise to such obligation, tender to the indemnifying party the defense thereof, and cooperate reasonably therein.

#### 23. [Entire Agreement](#)

These Terms and Conditions together with the Quote/Order constitute the entire agreement between the parties with respect to the Products, Professional Services and /or Subscription Services set forth in the Order, and supersede all prior proposals, negotiations and communications, oral or written, between the parties with respect to the subject matter and no deviation from the provisions shall be binding unless in writing and signed by the party to be charged. In the event of any conflict between these Terms and Conditions and the Order, the Terms and Conditions shall take precedence. Any additional terms, conditions or supplemental contracts, including any click-through terms and conditions shall not be valid or binding on InterVision. These Terms and Conditions do not apply to Products, Professional Services and/or Subscription Services provided by InterVision that are subject to a master agreement. InterVision does not recognize any Customer terms and conditions of purchase and sale whether on a purchase order on a customer portal or website or in any other document, and all such Customer terms and conditions shall be null and void. InterVision does not recognize any Customer terms and conditions of purchase and sale whether on a purchase order, on a customer portal or website or in any other document, and all such Customer terms and conditions shall be null and void.

#### 24. [Governing Law](#)

These Terms and Conditions are governed by the laws of the State of Missouri without regard to any conflicts or laws rules. Any lawsuit or legal proceeding related to these



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terms and conditions shall be brought only in the state courts in St. Louis County, Missouri or the United States Court for the Eastern District of Missouri. Each party consents to the jurisdiction and venue of said courts.

### 25. [Waiver](#)

Any express waiver or failure to exercise promptly any right under the Agreement will not create a continuing waive or any expectation of non-enforcement.

### 26. [Partial Invalidity](#)

If any provision in the agreement between the parties is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

### 27. [Survival](#)

All obligations, representations, and warranties not fully performed while these Terms and Conditions are in effect or by their nature shall survive termination or expiration of these Terms and Conditions.

### 28. [Notices](#)

All notices required or permitted under these Terms and Conditions between the parties shall be in writing and shall be deemed to have been given upon personal delivery or upon delivery by certified mail/ return receipt and postage prepaid or commercial carrier. The addresses of the parties for notices (until written notice of change shall have been given) shall be as follows:

InterVision:  
InterVision Systems LLC.  
16401 Swingley Ridge Road, Suite 500  
St. Louis, MO 63017  
Attention: Vice President, Finance

With a copy to: [legalnotice@intervision.com](mailto:legalnotice@intervision.com)

Customer:

To the person signing the Order/Quote at the address provided by Customer as stated in the Order/Quote.

### 29. [Attorneys' Fees](#)

If any action is necessary to enforce or interpret the terms of the agreement between the parties, whether at law or in equity, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be

entitled. This provision shall be construed as applicable to the entire agreement between the parties.

### 30. [Assignment](#)

Neither these Terms and Conditions, an Order/Quote governed by these Terms nor any rights or benefits hereunder are assignable by Customer without the prior consent of InterVision. Notwithstanding, either Party may assign this Agreement in the event of a merger, to a subsidiary or affiliate pursuant to corporate restructuring, a sale of substantially all of the assets of a party or the sale of the controlling ownership interests in a party upon written notice to the other party.