

## STANDARD SALES TERMS AND CONDITIONS

WoVo Identity Solutions is a woman-owned, veteran-owned small business, which endeavors to provide reliable products and exceptional services to customers in a reasonable amount of time and at a reasonable cost. To meet this goal, the following terms and conditions are required.

**Terms of Order.** Notwithstanding any term or provision to the contrary contained in any Purchase Order, upon Purchaser's written acknowledgement below, the terms of this Agreement shall apply to all of Purchaser's Purchase Orders. In no event shall the pre-printed terms and conditions of any Purchase Order alter, amend or supersede any provision of this Agreement. In the case of any conflict between the terms of a Purchase Order and the terms of this Agreement, the terms of this Agreement shall prevail. An omission of reference to this Agreement in a Purchase Order shall not affect the application of this Agreement to such Purchase Order.

**Prices.** Unless otherwise indicated, prices for products and associated support services are firm fixed price (FFP). Pricing remains valid for 30 calendar days from the date of quotation. All sales are final; no refunds, credits or exchanges will be accepted. The price for the products does not include sales, use, excise or similar taxes assessed at any time. All applicable taxes shall be paid by Purchaser including applicable sales tax unless a valid sales tax exemption certificate is provided.

**Shipment:** Shipment date(s) provided in the quotation or in confirmation of the Purchase Order is/are approximate and subject to change. WoVo Identity Solutions (WOVOIS) shall not be liable for any delays in shipment which are caused by events beyond the control of WOVOIS including, but not limited to, delays caused by inaccurate or incomplete data, changes or revisions in the work to be performed, Purchaser's insufficient credit or financing, acts of Purchaser or Purchaser's agent, Force Majeure, accidents, strikes, inability to obtain labor or materials, or delay in transportation.

**Title & Risk of Loss:** WOVOIS's prices are F.O.B and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Purchaser upon delivery to a carrier; except that a security interest in the equipment or any replacement shall remain in WOVOIS' name until the full purchase price has been received by WOVOIS. WOVOIS shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order. Any shipments returned to WOVOIS as a result of Purchaser's unexcused delay or failure to accept delivery will require Purchaser to pay all additional costs incurred by WOVOIS, including any storage costs as discussed above.

**Excusable Delays:** WOVOIS shall not be liable for any failure to continue to perform as required or meet the delivery date if such failure is due to the non-performance of the Purchaser or third party and/or due to a reason beyond its reasonable control. Such events also include without limitation, acts or omissions of carriers, labor difficulties, shortages, Force Majeure, lack of, incomplete or inaccurate information provided by the Purchaser, or any other cause that is outside of WOVOIS' control. In any such event the Parties will mutually develop a critical path in which performance and/or schedule is re-defined and any equitable adjustment in price is finalized.

**Changes:** Purchaser may make changes to the specific products/services being ordered, quantity, schedule and/or, the customization requirements of a product or service or any other provision of the Purchase Order or quotation providing such change is communicated in advance and in writing to WOVOIS. If any such change causes a change in the price, schedule or other provision of the quote or Purchase Order, WOVOIS shall notify Purchaser in writing no later than five (5) days from the date of receipt by WOVOIS of such request from Purchaser. WOVOIS will submit a Request for Equitable Adjustment or Change Order proposal which the Parties shall mutually negotiate and such will be incorporated into the Purchase Order or quotation by written bi-lateral Amendment or Change Order ("Change Order").

**Installation and Training.** If installation and training services are purchased, Purchaser shall appoint a contact person to coordinate the installation to be performed by WOVOIS, its agent or contractor. The number of days allocated, and charges for installation and training are stated herein. If WOVOIS cannot complete the installation or extensions into additional days or additional trips are caused by Purchaser's failure to complete its assigned tasks, or issues beyond the reasonable control of WOVOIS such as, but not limited to, Purchaser network problems, Purchaser firewall problems or delays of schedule due to unavailability of Purchaser resources, Purchaser shall be responsible for additional charges required to complete the installation. Such charges shall be billable at WOVOIS' rates in effect at the time of the service extension or additional trip. A minimum charge of \$500 will be assessed if Purchaser cancels or re-schedules on-site installation and/or training within 14 days of the originally scheduled installation.

**Limited Warranty:** WOVOIS warrants that the hardware products purchased will be free from defects in material and workmanship in normal service and under normal conditions for a period of one (1) year from the date of shipment and in accordance with the manufacturers standard (1) year warranty. Normal service and normal conditions are defined within the product documentation. The Limited Warranty is subject to the specific terms and conditions set forth in the manufacturers' warranty documentation, which is hereby made part of and incorporated into the quotation. No warranty of fitness and performance shall be provided for equipment that is not provided by WOVOIS.

**Software License.** The term "Software" refers to the Software installed on the equipment or hardware product, any custom software or interfaces developed by the manufacturer of the livescan system for Purchaser and if applicable, the manufacturer's Software Development Kit (SDK) software.

**Software Maintenance Plan:** Purchaser must buy the software maintenance plan for all applicable software products for the first year (successive years are optional, but recommended). The software manufacturer will provide maintenance services for the current and future Major Release of the Software for a period of twelve (12) months for each term of the software maintenance plan. As used herein, a "Major Release" is any version of the Software that in the manufacturer's sole determination provides substantial new features, additional functionality, or makes use of different architecture. The manufacturer will receive Purchaser reported defects or issues 24 hours a day, 7 days a week and acknowledge any such reported defect or issue during normal business hours (M-F, 8am to 6pm central time) and use best efforts to address and remedy such defect or issue. At no additional cost to Purchaser, WOVOIS will deliver to Purchaser, as made commercially available by the manufacturer, bug fixes, Maintenance updates, state-mandated updates and Major Releases for the Software ("Updates") during the supported plan year.

**Invoicing and Payment.** WOVOIS will invoice Purchaser for all Products upon receipt of a valid Purchase Order or signed estimate. Payment must be received in advance of shipment unless other purchase terms are agreed to. In any case, payment must be received within 30 days of system delivery and the rendering of implementation services. A late charge of 5% of total system price shall be charged for each month (30 days) payment is late. A 3% of total system price processing fee may also be charged for credit card payments. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by WOVOIS in collecting payment will be an expense of and charged to Purchaser. Purchaser may be required to complete a credit application. WOVOIS reserves the right to extend credit to the Purchaser based upon credit determination. Specific financing arrangements will be considered on a case by case basis and the terms and conditions for such will be defined by WOVOIS and binding upon the Purchaser. WOVOIS shall have the right to suspend performance, including the non-shipment of product or rendering of services, under a specific Purchase Order and/or any other Purchase Order(s) where Purchaser has failed to maintain its account within agreed to credit terms. WOVOIS shall resume performance under said Order(s) upon verified receipt of the required funds, as determined by WOVOIS. Purchaser hereby agrees to waive all rights to seek damages and/or other remedies against WOVOIS if WOVOIS's actions taken under this provision have an adverse impact upon Purchaser and/or its ability to perform and/or meet business obligations.

**Indemnification. By Purchaser.** Purchaser shall indemnify, defend and hold WOVOIS and its respective directors, officers, employees and agents harmless against any and all losses, claims, damages or expenses (including reasonable attorneys' fees) arising out of or related to: (i) any personal injury to or death of any person or persons, any loss or damage of any property or any interruption of services which are caused or claimed to have been caused directly or indirectly from Purchaser's (including its employees or independent contractors) negligent operation and/or related use or misuse of the Product; (ii) use of any equipment not provided or approved for use with the Product by WOVOIS. **By WOVOIS.** WOVOIS hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, actions, costs, liabilities and losses resulting from the Software or other Product infringing a United States patent, copyright or trademark or misappropriating the trade secret of a third party provided that: (i) Purchaser promptly notifies WOVOIS in writing of the claim; (ii) WOVOIS has control of the defense and all related settlement negotiations, provided however that Purchaser must approve in writing any settlements before they are executed (provided, however, that Purchase shall not unreasonably withhold its approval thereof); and (iii) Purchaser fully cooperates with WOVOIS, at WOVOIS's cost, in the defense or settlement of such actions. WOVOIS's obligation under this Article is conditioned on Purchaser's agreement that if the Software, or the use or operation thereof, becomes, or in WOVOIS's opinion is likely to become, the subject of such a claim, Purchaser will permit WOVOIS at WOVOIS's option and expense, either to procure the right for Purchaser to continue using the Software or to replace or modify the same so that it becomes non infringing. If neither of the foregoing alternatives is available on terms which are reasonable in WOVOIS's reasonable judgment, then (1) Purchaser will return or destroy the Software on written request of WOVOIS; and (2) WOVOIS shall pay Purchaser an amount equal to the amount paid for the Software less an amount equal to the current depreciation of such Software (such depreciation amount calculated on a straight line basis over four years commencing on the Effective Date). The foregoing indemnity extends to Purchaser only and states the sole and exclusive liability and remedy of the parties hereto for patent infringement, and is in lieu of all warranties, express, implied, or statutory, in regard thereto.

**Limitation of Liability.** IN NO EVENT SHALL WOVOIS BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OF, OR FAILURE TO DELIVER, THE PRODUCT, EVEN IF WOVOIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE ENTIRE LIABILITY OF WOVOIS FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION.

Except as to title, all such liability shall terminate upon the expiration of the original applicable warranty period.

**Intellectual Property and Use Limitations.** The sale of the Product to Purchaser does not convey to Purchaser any intellectual property rights in the Product or Software, including but not limited to any copyright, patent or trademark rights (except for any license rights granted hereunder). Further, the sale of the Products confers on Purchaser no license, express or implied, by estoppel or otherwise, under any patents of WOVOIS or others covering or relating to any other product or invention or any combination, machine, or process in which such Product might be used. All intellectual property rights in the Products and Software, any documentation therefore, and other materials supplied by WOVOIS, are owned by WOVOIS or its manufacturer and are protected by United States copyright laws, other applicable copyright laws, and international treaty provisions.

**Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of the State of Colorado, without reference to its conflict of laws provisions. All disputes arising hereunder shall be heard only by a Colorado State court or U.S. District Court with competent jurisdiction in Jefferson County, Colorado.

**Compliance with Laws.** Each party to the Agreement shall comply with all applicable laws and regulations. Purchaser will not directly or indirectly export or re-export any Products or "technical data" furnished to Purchaser under this Agreement without obtaining appropriate authorizations from the U.S. Department of Commerce or other U.S. government agency and will otherwise comply with all U.S. export control laws applicable thereto.

**Entire Agreement.** These terms and conditions constitute the entire agreement between WOVOIS and Purchaser with respect to the sale and purchase of the Products and license of the Software and shall supersede all prior agreements, understandings and representations between Purchaser and WOVOIS, both written and oral, with respect to the subject matter hereof. No additions or modifications of this Agreement or any Exhibit hereto shall be effective unless made in writing and signed by the authorized representatives of WOVOIS and Purchaser. WOVOIS' delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of WOVOIS' right thereafter to enforce each and every provision of the Agreement. If any of the provision(s) of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.