

Sales Agreement

This Sales Agreement is entered into this ____ day of _____, 2022 by and between **ISO Network LLC**, a Georgia Limited Liability Company (the "Seller") and _____, a _____ (the "Buyer") (collectively, the "Parties").

WHEREAS, the Seller is engaged in the business of selling Smart City Surveillance Devices, Integration and Service; and

WHEREAS, The Seller wishes to sell and transfer, and the Buyer wishes to purchase and acquire, certain goods and services of the Seller.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Seller will sell Hardware and perform Services according to the terms and conditions of all "Contract Documents," which include:

- This Sales Agreement;
- Each Approved Quote from Seller; and
- Any other document attached to or referenced in this Sales Agreement.

SCOPE OF WORK.

Seller will perform Services in strict compliance with all Buyer specifications, drawings, or technical requirements provided to Seller by Buyer for Hardware and Services.

The Parties will work together to determine the following requirements and information for each project for which Buyer requests Services:

- Any topographic information related to the project;
- Type, provider name, and location(s) of internet access (i.e. LTE, cable, fiber, etc.) and which Party will provide internet connectivity,
- Site diagram with camera and/or pole locations;
- Any preliminary engineering that has been completed; and
- All applicable documents and drawings of existing facilities (i.e. plans and profiles, structure drawings, previous design specifications, etc.).

After establishing the products and requirements relating to the system for each separate project, Seller will provide Buyer a written quote for such project. If Buyer accepts the terms set forth in Seller's quote, Buyer will approve the quote and the quote will become an effective part of this agreement.

PROJECT CONSULTING DESIGN AND CONSULTATION.

Consulting Services. If Buyer requests consulting Services only, Seller will submit complete documentation of all issues requested by Buyer. The deliverables will include a recommendation from a collaborative effort between Seller and Buyer to solve the design issue.

Preliminary Surveillance Design Proposals. If Buyer requests program preliminary design services, Seller will submit for Buyer's approval a design proposal & scope of work, complete with a preliminary cost estimate. The submittal will consist of, at a minimum, documents indicating proposed camera design layout, itemized hardware material, quantity, location, installation, and warranty. The surveillance design proposal will be consistent with existing facilities, unless otherwise required by applicable codes and standards.

Final Review. Buyer will review the schematic design proposal and may approve the design or request modifications which may include additional equipment, design, or documentation, and the proposal will be revised in a timely manner if modifications are requested by Buyer. The final design documentation must be approved in writing by Buyer.

INSTALLATION.

Full Installation Required. Seller will provide full installation of working camera system and any other related equipment necessary for the proper functioning of camera system (i.e. fiber, battery, camera, monitor, server, network, wiring, communications enclosure, etc.) (the "System"), except that Buyer will provide power connection, and internet connectivity.

Operational Testing Upon Installation. Once installation, or any upgrade or repair Services, are complete, Seller will perform operational tests to ensure System is functioning properly.

Timing of Installation. Seller will install each piece of itemized Hardware and all related Systems as mutually agreed upon with Buyer. Seller will schedule each installation with Buyer in advance. Buyer will not be liable to Seller for any additional costs, labor, time, or other fees related to an unscheduled installation. Seller will notify Buyer in writing within one business day following the completion of each installation.

Delay of Installation: Seller shall not be liable for any damage or loss sustained by Buyer because of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes beyond Seller's control, and Buyer shall not be relieved from payments due under this agreement for such period, except that if Buyer has already made an advanced full payment, the Buyer will be entitled to a prorated refund, if the Agreement is terminated under the terms stated herein, or a credit going forward based upon the length of the Seller's delay, which can be calculated in days or months.

CUSTOMER TRAINING.

Onboarding & Training. Seller will provide training & onboarding of how to use system to Buyer at time of Installation or, at Buyer's option, within 10 business days following completion of installation.

HARDWARE WARRANTY COVERAGE.

Buyer agrees to Seller's Limited Hardware Warranty & Product Returns policy as described here and in Exhibit A.

During the applicable hardware warranty period, Seller will repair or replace any defective part(s) of the System according to the manufacturer's Limited Warranty terms and will represent and support the Buyer to the Manufacturer in all warranty claims. The Buyer recognizes that industry standard is that the Manufacturer does not reimburse the Seller for on-site support and labor to test, remove, transport, ship to the manufacturer and return any warranted product back to the customer on-site and that if the Buyer does not have an SMA Service Maintenance Agreement active with the Seller, these services are not covered under warranty and will incur an additional cost.

Buyer understands that any tampering, removal, or other changes made to the System can affect the performance and efficacy of the system and the Buyer assumes any and all risk because of modifications of the System by anyone other than the Seller or any of its employees or agents. All repairs, replacement or alteration to the System made by reason of alteration to Buyer's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Buyer. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service and will be repaired or replaced at Buyer's expense. No apparatus or device shall be attached to or connect with the Surveillance system as originally installed without Seller's written consent.

Timing. Seller will perform all repair and replacement work between 8 AM and 5 PM, Eastern, Monday through Thursday and between 8 AM and 2 PM, Eastern, on Friday ("Normal Business Hours"). Additional fees may apply if Buyer requests Seller to perform work outside Normal Business Hours.

SERVICE MAINTENANCE AGREEMENTS (SMA).

If buyer purchases Seller's Service Maintenance Agreement ("SMA"), Seller will perform this service as described.

Seller's Service Maintenance Agreement ("SMA") assures that cameras purchased from Seller are brought back online within the prescribed Service Level Agreement ("SLA"). Seller's Service Maintenance Agreement covers all IoT Platforms, cameras **within the manufacturer's warranty**, components, materials, and labor costs. Purchasing an SMA prevents unforeseen costs due to extended loss of operation.

The manufacturer's warranty does not cover defects or malfunction caused by misuse, abuse or improper maintenance, failure to follow operating instructions, or use with equipment with which it is not intended to be used. It does not cover cosmetic or incidental damages or damages due to "acts of God", vandalism, riot, act of terrorism, lightning-related surge or artificially generated electrical current. Also, the manufacturer's warranty will not apply to damage caused by unauthorized alteration, modification, or repair of the product by anyone other than the Seller or any of its employees or agents. Seller does not warrant or provide service or support for any third-party products unless sold by Seller.

The Buyer is required to provide:

- **Power** – It is the Buyer's responsibility to confirm that uninterrupted power is supplied to the equipment prior to placing a service call with Seller. If power is not supplied and technicians are dispatched, the Buyer is billed for the service call at prevailing rates.
- **Remote Network Access** – If Seller is providing the network equipment, then Seller already has this. If Seller is using the Buyer's network, the Buyer must allow Seller to have remote access to equipment to conduct remote services and triage.

Annual SMA contracts are available on a per camera/door/controller/device price paid annually in advance. The per camera cost is calculated on a quantitative sliding scale based on how many devices the Buyer has enrolled at that time and on the Buyer's Service Level Agreement (SLA).

Seller's SMA may be extended beyond the Manufacturer's Warranty period. This OUT OF WARRANTY SMA is also available on a per camera/door/controller/device price paid annually in advance. This OUT OF WARRANTY SMA still covers service and labor costs and is calculated on a quantitative sliding scale based on how many devices the Buyer has enrolled at that time and on the Buyer's Service Level Agreement (SLA). However, if it is found that hardware must be replaced, the cost of replacement of failed equipment is an additional charge.

Service Level Agreements (SLA). Several Service Level Agreements are available:

- **Bronze** – Seller's Standard Service Level Agreement: 1 Business Day Acknowledgement, 2 Business Days Resolution Plan, 4 Business Days Issue Resolution. Business hours Mon-Thurs 8AM-5PM, Fri 8AM-2PM.
- **Gold and Platinum Service Level Agreements:** 24/7/365 SLA. Available for additional cost.
- Repairs outside of normal business hours are available for additional cost.

PAYMENT TERMS.

The Seller shall sell the Goods to the Buyer at the prices specified in the Quotation or Purchase Order. Seller shall invoice Buyer when installation is complete, or product is delivered to Buyer. Seller has the option to invoice in installments or progress invoices for Buyers without Open Terms and for larger scale projects that require more than 30 days to complete. If a project is delayed through no fault of the Seller, Seller has right to invoice Buyer for all completed items on Quotation. Payment Terms are Net 30 from the date of the invoice.

The Purchase Price may or may not be inclusive of any taxes, including sales tax. The Buyer is solely responsible for all taxes unless the Buyer provides the Seller with a tax exemption certificate acceptable to the applicable taxing authorities.

Late Fees. All payments still owing after the due date will bear interest at the greater of (i) an annual rate of 12 percent, calculated monthly on the date payment was initially due and (ii) the highest rate allowed under applicable law, until the

amounts are paid.

INSPECTION.

The Buyer shall inspect and accept, or reject, the Goods delivered immediately after taking custody of those Goods. If any unit or product or part of the Goods do not comply with the samples or other specifications (each a "Defective Good"), the Buyer shall notify the Seller of these defects and give the Seller a reasonable opportunity to correct these defects. The Buyer will be assumed to have accepted the Goods unconditionally and waived any right to replacement or repair under this agreement unless a claim that a Good is a Defective Good is made within 60 days of the Delivery Date.

Testing of System: System, once installed, is in the exclusive possession and control of the Buyer, and it is Buyer's sole responsibility to test the operation of the System and to notify Seller if it needs repair.

DEFECTIVE GOODS REPLACEMENT OR REPAIR.

Repair or Replacement. Notwithstanding any inspection or approval of the Goods by the Buyer, by Pre-shipment inspection or otherwise, the Seller shall, at its own cost, repair or replace any Defective Good. The Seller shall bear all freight costs of repairing or replacing any Defective Good.

Remedy. If any delivered Goods are Defective Goods, the Buyer's exclusive remedy shall be the repair or replacement of those Defective Goods. The Seller's acceptance of returned Goods will not be deemed an admission that the Goods are defective and, if the Seller finds that any Goods returned are not Defective Goods, those Goods will be returned to the Buyer and the Buyer will be responsible for any shipping charges incurred by the Seller.

REPRESENTATIONS.

Of the Seller. The Seller hereby represents to the Buyer as follows:

- the Seller is the sole owner of the Hardware, and the Hardware are now, and will be at the time of delivery, free of all encumbrances;
- the Seller has full right, power, and authority to sell the Hardware;
- neither the Hardware nor their manufacturing process infringe or will infringe the intellectual property rights or any other rights of any third party;
- the Seller neither knows nor has reason to know of the existence of any outstanding title or claim of title hostile to the rights of the Seller in the Hardware;
- the Seller is not bound by any warranty, representation, or affirmation outside the scope of this agreement concerning the Hardware by any of its agents, employees, or representatives; and
- the Hardware will conform to the description and specifications made by the Buyer and are free from defects in material and workmanship.

Of the Buyer. The Buyer hereby represents to the Seller that:

- except as expressly stated in the Hardware Warranty Coverage section of this agreement, neither the Seller nor any party acting on its behalf has made any additional representation or warranty, express or implied, concerning the Goods, or their fitness for any particular use.
- neither Seller nor any party acting on its behalf warrants any customer-provided hardware, software or services, or guarantees the operational functionality of any existing customer-owned hardware or systems.

INDEMNIFICATION.

Of the Buyer. The Seller shall at all times indemnify the Buyer against any award, charge, claim, compensatory damages, cost, damages, exemplary damages, diminution in value, expense, fee, fine, interest, judgment, liability, settlement payment, penalty, or other loss (a "Loss") or any attorney's or other professional's fee and disbursement, court filing fee, court cost, arbitration fee, arbitration cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification (a "Litigation Expense") arising out of:

- any claim of breach of any express or implied warranty or negligence or strict liability, product liability, or similar theory in connection with the production, design, sale, or use of any of the Goods purchased by the Buyer; and
- all other claims related to the production, design, sale, or use of the Goods purchased by the Buyer under this agreement, unless those claims result solely from the Buyer's gross negligence or knowing violation of law.

Of the Seller. The Buyer will indemnify the Seller to the extent permitted by law against Loss or Litigation Expense caused by any breach of any of the representations or agreements made by the Buyer under this agreement. If a system has remote access, Seller is not responsible for the security or privacy of any wireless network system or router, and it is the Buyer's responsibility to secure access to the system with pass codes and lock outs. Seller shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever.

TERM AND TERMINATION.

Term. This agreement will become effective when all Parties have signed it. Unless it is terminated earlier, this agreement will continue for an initial term of 3 year(s) (the "Term"). Unless either party gives written notice to the other at least 30 days before the end of the Term, this agreement will renew automatically for additional consecutive 1-year terms. This automatic extension will continue to apply at the end of each extended period until the agreement is terminated.

Termination. This agreement may be terminated:

- by the Seller, if the Buyer has not paid for the Goods in accordance with this agreement; or
- by either Party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 30 days of receipt of written notice of the breach.

Effect of Termination. If the agreement is terminated by the Seller based on the Buyer's breach, then:

- the full price for all Goods and Services delivered and not yet paid for shall be immediately due.

Cumulative Remedies. If either party terminates this agreement because of the other party's default, the nonbreaching party, in addition to all rights it has under this agreement, shall have the right to exercise all remedies available at law or in equity (including any remedies afforded each party under the Uniform Commercial Code). All rights and remedies are cumulative, and the election of one remedy shall not preclude another. Any termination shall be without prejudice to accrued rights. Specifically, a termination due to default of delivery or payment for the Goods required under this agreement will not in any way affect or terminate the rights and obligations of the parties that have accrued under this agreement before or after that default in delivery or payment. Notwithstanding the termination of this agreement, the obligations intended to survive termination will continue in full force and effect.

FORCE MAJEURE.

A party will not be considered in breach of or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- notify the other party of the Force Majeure Event and its impact on performance under this agreement; and
- use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

NON-SOLICITATION.

The Buyer, its affiliates, subsidiaries, and representatives will not, from the date of this Agreement until 3 years after the termination of this Agreement, directly or indirectly solicit for employment or knowingly employ any person who is now employed or retained by the Seller or any affiliate of the Seller without the prior written consent of the Seller.

GOVERNING LAW.

Choice of Law. The laws of the state of Georgia govern this agreement (without giving effect to its conflicts of law principles).

Choice of Forum. Both Parties consent to the personal jurisdiction of the state and federal courts in Cobb County, Georgia.

AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by both parties.

ASSIGNMENT AND DELEGATION.

No Assignment. Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

No Delegation. Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.

Enforceability of an Assignment or Delegation. If a purported assignment or purported delegation is made in violation of this section, it is void.

COUNTERPARTS; ELECTRONIC SIGNATURES.

Counterparts. The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

Electronic Signatures. This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or another electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

NOTICES.

Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

A party shall address notices under this section to a party at the following addresses:

If to Seller:
ISO Network, LLC
2100 Barrett Park Drive
Suite 508
Kennesaw, GA 30144
Attn: Eric Carrier
Email: eric@isogeorgia.com

If to Buyer:
City of Foley
407 E Laurel Ave
Foley, AL 36535
Attn: Gary Schrader
Email: gschrader@cityoffoley.org

WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

LIMITATION OF LIABILITY.

Buyer agrees that should there arise any liability on the part of Seller because of Seller's negligent performance to any degree or negligent failure to perform any of Seller's obligations pursuant to this agreement or any other legal duty, equipment failure, or strict products liability, that Seller's liability shall be limited to the cumulative amount of payments made by Buyer to Seller for the Goods and Services under this Agreement in the 12 months prior to the act that gave rise to the liability.

NO WARRANTIES OR REPRESENTATIONS: BUYER'S EXCLUSIVE REMEDY.

Seller does not represent nor warrant that the system will prevent any loss, damage or injury to person or property, by reason of burglary, theft, hold-up, fire, or other cause, or that the system will in all cases provide the protection or service for which it is installed or intended. Buyer acknowledges that Seller is not an insurer, and that Buyer assumes all risk for loss or damage to Buyer's premises or its contents. Seller has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Buyer's exclusive remedy for Seller's default hereunder is to require Seller to repair or replace, at Seller's option, any equipment or part of the system which is non-operational.

ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

AGREED TO AND SIGNED by authorized representatives of each of the Parties on the dates indicated below.

ISO Network LLC**Buyer**

By: _____

By: _____

Name: Eric Carrier

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

EXHIBIT A**ISO Network, LLC - Limited Hardware Warranty & Product Returns****Who is covered**

This warranty applies only to hardware purchased by the original end-user purchaser or the person receiving the product as a gift.

What is covered and for how long

ISO Network warrants that all new products are free from defects in manufacturing, materials, and workmanship for a period of one year from date of retail purchase. All equipment carries at least a one-year manufacturer's warranty; however most manufacturers of camera and server hardware provide a minimum of three years and some offer a 5-year warranty.

ISO Network also offers SMA Service Maintenance Agreements for continued support. Contact our customer support team for more information.

What is not covered

The warranty does not cover defects or malfunction caused by misuse, abuse or improper maintenance, failure to follow operating instructions, or use with equipment with which it is not intended to be used. It does not cover cosmetic or incidental damages or damages due to "acts of God", vandalism, riot, act of terrorism, lightning-related surge or artificially generated electrical current. Also, the warranty will not apply to damage caused by unauthorized alteration, modification, or repair of the product by anyone other than the Seller or any of its employees or agents. ISO Network does not warrant or provide service or support for any third-party products unless sold by ISO Network and covered under another Limited Warranty.

What we will do

We will, at our discretion, either repair or replace any product that proves to be defective in material or workmanship during the warranty period. If your product is no longer being manufactured or is out of stock, we may replace your product with a comparable or improved product at our option. If you return a defective product within the first 30 days of purchase, you will receive a new replacement unit. Replacement units sent to replace products returned to ISO Network after the first 30 days from date of purchase may be refurbished units of similar cosmetic wear.

What we will not do

ISO Network will replace defective products covered under this warranty at no charge. However, we will not pay product uninstallation or installation services, shipping, insurance, or transportation charges from you to us, or any import fees, duties and taxes.

What to do to obtain warranty service

To obtain warranty service for products purchased from a third-party, retail or directly from ISO Network you must return the product with proof of purchase using the following procedures:

1. Contact ISO Network Customer Support for specific return and shipping instructions via our website, by email or by telephone as follows:
 - Online: <http://www.isosmartcity.com>
 - Email: Service@isogeorgia.com
 - Telephone: 1-415-603-2138

2. You may be asked to complete a warranty service request form. And to help ensure warranty claims are for genuine ISO Network products, our technical support department may also require you to email a copy of your purchase receipt to us.
3. Label and ship the product, freight prepaid, to the address provided by ISO Network; and
4. Place any necessary return authorization number prominently on the outside AND inside of the return packaging. Return packaging not bearing a return authorization number where required may be refused.

Exclusions and Limitations

THE PROVISIONS OF THIS LIMITED WARRANTY ARE IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITIES ON ISO NETWORK'S PART ARISING OUT OF, OR IN CONNECTION WITH OUR PRODUCTS AND STATE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDIES RELATING TO THEM. EXCEPT AS OTHERWISE PROVIDED IN THESE LIMITED WARRANTY TERMS, THE PRODUCTS ARE PROVIDED WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND, WRITTEN OR ORAL, EITHER BY ISO NETWORK OR ANYONE WHO HAS BEEN INVOLVED IN THEIR CREATION, PRODUCTION OR DISTRIBUTION, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT. ISO NETWORK'S MAXIMUM LIABILITY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY YOU FOR THE PRODUCT. IN NO EVENT SHALL ISO NETWORK BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES HOWSOEVER CAUSED; AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Other Legal Rights

This limited warranty gives you specific legal rights, and you also may have other rights that vary from state to state or country to country. The laws of certain jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages, so some or all of the above disclaimers, exclusions or limitations may not apply or apply fully to you.

ISO Network LLC
2100 Barrett Park Drive
Suite 508
Kennesaw Georgia 30144
Corporate 678-885-9210
Service 415-603-2138
www.ISOSmartCity.com