

MANUFACTURER MASTER WARRANTY AND SUPPORT TERMS AND CONDITIONS ("MWSTC")

This Master Warranty and Support Terms and Conditions Agreement is the complete and exclusive statement of the terms of the contracts regarding warranty, support, and services ("Services") between (i) Cuattro Security, LLC and its affiliates and assigns ("Cuattro" or "we", "us", "our") on the one hand and (ii) the authorized End User ("End User or "Customer", "you", "your", "yours"), on the other hand. Unless expressly agreed to by prior written agreement of Cuattro, provision of all Services in this Agreement is by and between Cuattro and the End User. No prior proposals, statements, course of dealing, or usage of the trade will be a part of any Agreement. The Agreement may be entered into and modified only by a writing signed by authorized representatives of each party. Each party has caused this Agreement to be executed by a duly authorized representative on the date beside that party's signature on this Agreement or on a Purchase Order referencing this Agreement. A signed copy of any Agreement delivered by facsimile or scanned email is binding and enforceable on the parties.

I. BENEFITS SUMMARY SERVICES (AS LIMITED BY THIS AGREEMENT)

Hours: 7 days per week / 365 days per year. Reponse times generally between immediate and 60 minutes.

Updates/Fixes: Included (Free) (including for Level 3 as defined below)

Definitions:

"Agreement" means the applicable, in force and effect, most recent MWSTC, including Schedules, including Warranty (including any Initial Warranty Term and Renewal Warranty Option), and EUSLA (as defined), governing matters of Equipment, Software, and Warranty, Support, and Service(s), by and between Customer and Cuattro.

"Cuattro/We/Us" means Cuattro Security, LLC or its assigns or majority owned affiliate entities.

"Data" means Customer originated DICOM metadata, images, study information, and data directly related to them from Equipment.

"End User/Customer" means the government entity licensed or trained to provide diagnostic EOD/IED investigations as an end user of the Products purchased from Cuattro.

"Equipment" means only the hardware identified in the Warranty agreement in the Equipment Products Schedule that is also: (i) purchased from Cuattro in new condition, as evidenced by a corresponding purchase order and other executed documents detailing Equipment, (ii) paid for in full, including associated fees and taxes, and (iii) purchased by End User in good standing with Cuattro, where that End User has adhered to uninterrupted compliance with EUSLA for Software delivered with Equipment and with the terms of this Agreement. Software delivered with Equipment is licensed and not sold.

"Fix" means Software generally available release that includes repair(s), removal(s), or modification(s) to Software with regard to Level 1 issues.

"Level 1" means any issue with the Software or Equipment that renders Software or Equipment unfit or non-working, for its intended use in the most basic functions of capturing, rendering, displaying, and locally storing digital radiographic images.

"Level 2" means any issue with the Software or Equipment that results in Software or Equipment performance that is substantially outside of Cuattro's written specifications, but does not fall within the severity of Level 1.

"Level 3" means any issue with the Software or Equipment that that is not Level 1 or Level 2, but has performance or "bugs" that are not defined in Cuattro's written specifications, including, but not limited to interoperability issues with third party supplied items.

"Party or Parties" means you or us, including the End User.

"Service(s)" means all services provided under the Agreement by Cuattro, limited, strictly and only to those that are specifically identified in the Agreement, to fulfill Cuattro's obligations of Warranty.

"Site" means the specific geographic location, or in the case of mobile use the specific geographic region, in which the Customer and the Equipment is located upon initial installation.

"Software" means only the software license(s) identified in the Agreement, delivered with and for use in conjunction with Equipment, for which Customer has paid current amounts due, in full, under the terms and conditions accepted in writing by Cuattro, that are Cuattro branded; (i) acquisition software, (ii) image tuning software, (iii) DICOM software, and (iv) Cuattro additions, modifications, substitutions, and replacements of them. Software is not warranted. Software may be supported under a Software Support agreement that is included in Warranty. Software is not sold, it is licensed subject to and based upon Customer's uninterrupted adherence to the EUSLA, the Agreement, and the Software license on (i) in the case of a one-time, non-upgraded, non-updated, local CPU installed, thick client Software license, the date of the Software delivery to Customer, or (ii) in the case of an upgraded, updated, remote hosted SaaS (as later defined), ASP, or thin client Software license or web service, on the date of Customer's most recent use of the Software. Software excludes Equipment and Windows™ operating system. Software may also be part of a "Product". Use of the Software is deemed acceptance of EUSLA.

"Software Support" means any in force, valid, paid-up, agreement for Software Support or Service(s) validly due under the Warranty agreement. Software Support is included in a Warranty agreement, concurrently. No Software Support is available without Warranty coverage.

"Update" or "Fix" means Software generally available release that includes repair, removal, or modification to Software with regard to Level 2/3 issues.

"Upgrade" means Software generally available release that includes new or incremental feature(s), function(s), improvement(s) repair(s), removal(s), or

modification(s), major and/or minor, to Software, and may also include Update or Fix for Level 1, Level 2, and Level 3 issues.

“Warranty” means any in force, valid, paid-up, current Initial Warranty Term or Renewal Warranty Option agreement for Warranty and/or Service(s) validly due under the Warranty for Equipment.

“You/Your/Yours” means Customer, or End User who makes a claim for Service(s) under the MWSTC Agreement.

II. MASTER TERM FOR EQUIPMENT WARRANTY AND SOFTWARE SUPPORT AGREEMENTS

Unless agreed to in writing by Cuattro on Customer Sales Quotation, the initial Warranty term for Cuattro Equipment shall be one (2) year (the **“Initial Warranty Term”**) and shall begin on the earlier of; (i) sixty (60) days following delivery of the Equipment to Customer, or (ii) upon first use of the Equipment by End User. The warranty period for any Equipment or replacement part provided to you under Service will be the unexpired term of the Warranty applicable to the repaired or replaced Equipment or part. End User may be offered the option to renew Warranty prior to expiration of the then current term (**“Renewal Warranty Option”**) subject to prior approval from Cuattro in Cuattro’s sole discretion. The in effect Initial Warranty Term and any Renewal Term shall be the **“Warranty Term”**. Unless agreed to in writing by Cuattro, the term of Software Support for Cuattro software licensed to End User for use on or in conjunction with Equipment concurrent with Warranty Term.

All repair and/or replacement costs for Products or Service(s) or products or services not covered under a valid Warranty will be invoiced at Cuattro’s prevailing rates. Repair or replacement so provided is guaranteed for forty-five (45) days from delivery or performance. Repair, replacement, or reperformance are Customer’s sole remedy regarding Warranty, Support, or Services and under this Agreement, and the parties expressly agree that, but for this limitation, the prices charged by Cuattro for Services, Warranty, Support, Equipment, and Software would be much higher.

III. CUSTOMER RESPONSIBILITIES TO OBTAIN BENEFITS

To limit potential Software and Equipment downtime, Customer shall be required to:

1. Provide and maintain a broadband connection to the Equipment, with open firewall access, for Cuattro to gain remote access at all times. FAILURE TO MAINTAIN A BROADBAND CONNECTION, FIREWALL ACCESS AND NETWORK ACCESS TO THE PRODUCTS BY CUATTRO MAY (i) SEVERELY DELAY, LIMIT, OR PRECLUDE SERVICE, (ii) REDUCE SYSTEM UPTIME; AND (iii) RESULT IN ADDITIONAL COSTS.
2. Provide all assistance reasonably requested to assist in gathering data and performance details from the Equipment, Software and other equipment, and use best efforts to provide accurate and complete data, information regarding Service, and troubleshooting assistance.
3. Comply with the requirements of any implementation guidelines, security procedures, or other instructions provided by Cuattro, including having access to commercially available software reasonably necessary for access to or use of Customer, Equipment, or Software information.
4. Refrain from modifying, adding or combining any hardware or software to the Equipment or Software.
5. Ensure the security of networked Equipment and Customer supplied equipment, by taking appropriate measures to prevent unauthorized access to Equipment and interception of communications between Cuattro and the networked Equipment, including isolating networked Equipment from other networks, setting up firewalls, and other measures to ensure security of the Equipment and Software.
6. Ensure the Equipment is used solely in accordance with reasonable care and caution, pursuant to requirements of the Equipment operation manuals and this Agreement, by properly qualified and licensed personnel, supervised by End User.
7. Provide a suitable environment for the Equipment. Maintain the temperature, cleanliness, debris-free nature and safety of that environment consistent with best care of the Equipment (including without limitation, protection from location structural deficiency; power surge, fluctuation or failure; or dust, sand, hair, fluids, moisture, chemicals or other particles or debris).
8. Promptly notify Cuattro of the occurrence of a Warranty or Support event. Additional damage or Service(s) arising from delay in notification may result in refusal, delay, or additional costs invoiced to Customer for Service arising from or because of delay.
9. Promptly cease using any Equipment or Software which may cause, has been identified as likely to cause, or does cause danger to property, users, or any person, data loss, or data confidentiality breach, and to immediately notify Cuattro of such occurrence or likelihood of occurrence.
10. Assist with Customer serviceable parts removal, packaging, shipment, tracking, testing, and re-install, following the guidance and assistance of Cuattro, using (and not deviating from) Cuattro prepared written instructions and/or verbal instructions.

IV. CONDITIONS FOR REMEDIES

All remedies and service(s) are expressly conditioned and priced on all the following:

1. In the case of return of Equipment for Service, End User must return the Equipment to Cuattro with a completed Return Material Authorization (RMA) describing the reason for return, date of removal, End User contact information, RMA #, and other pertinent information, to receive Service.
2. Repairs and adjustments of any Equipment or Software must be made (or directed in writing) by authorized Cuattro personnel only. Unauthorized repairs or adjustments will void all Warranty, warranties and Software Support.
3. Customer shall not connect any devices made by other companies to Equipment or Software prior to receiving Cuattro assistance and approval. Only approved peripheral devices may be connected. Connecting non-approved peripheral devices or software may void Warranty and Support.
4. High-energy applications using Equipment void Warranty. Customer is solely responsible for proper collimation and radiation dose.
5. All Equipment and Software must have been used under normal operating conditions, for the intended use, within the respective specified ratings, operating instructions, specifications, environmental limits, maximum duty cycles, and according to Product documentation and manuals. Misuse, abuse, including dropping of products or other physical damage, improper installation, or improper environmental conditions will void all Warranty and Software Support. Cuattro shall make the final determination in its sole discretion as to whether failure occurred in normal operation (thereby covered for Service(s)) or whether Equipment or Software was subjected to other than normal operation or environment (thereby excluded from Service(s), in which case Service(s) will be billable as not under a valid Warranty agreement.
6. Cuattro's records shall determine the remaining Warranty or Support period for Service. Cuattro's determination shall be final.
7. Cuattro reserves the right to change the duration, frequency, type, nature, form, providing party, and any other aspect of the Service, Support, Warranty, Data Hosting, SaaS, or Product without the prior approval of or notification to Customer, so long as such changes do not have a material adverse effect on the overall Customer's benefits hereunder.
8. Cuattro may fulfill its obligations by obtaining the benefit of any original equipment manufacturer warranty available to Cuattro, and in so doing, the remedies available hereunder shall be subject to the limits, terms and conditions of such original equipment manufacturer warranty or support.

V. EXCLUSIONS FROM COVERAGE

Warranty and Services do NOT include (i) the provision and maintenance of a broadband connection to the Equipment; (ii) the provision of security measures to protect site network from unauthorized access or virus; (iii) support for remote connectivity solutions not installed by Cuattro; (iv) support, counseling, recommendation or instruction for the repair, replacement or disposal of accessories, power supply equipment or consumable items, including without limitation batteries, and battery chargers. (v) the provision, support, counseling recommendation, instruction, payment, or reimbursement of any rigging, removal or facility cost, including monitor mounting, cable installation, computer mounting, network cabling, or other activities related to information technology; (vi) material and labor costs associated with existing facilities (wire, termination fields, network facilities, electrical infrastructure, equipment room, peripherals, adjuncts); or (vii) temporary installation of equipment for testing, training, and other purposes. Cuattro bears no responsibility for failure to provide Services because of difficulties with broadband connectivity or factors out of Cuattro's control. No agreement(s) shall cover, to the extent that malfunction or request for Service, Warranty or Support is caused by, in Cuattro's reasonable opinion, (i) accident, abuse, alteration, misuse or neglect, (ii) failure to use products under normal operating conditions or environment or within Cuattro specified ratings or according to Cuattro operation instructions (including damage from liquid or temperatures outside of environmental and duty cycle ranges), (iii) lack of routine care or maintenance, (iv) failure to use or take any proper or reasonable precautions or failure to use products for their intended use, (v) user modification of any Equipment or Software, (vi) connection of any device or peripheral to the Products that has not been approved in writing by Cuattro prior to such use, (vii) latent defects discovered after expiration of the applicable warranty period, (viii) consultation or training to assist your development or modification of any software or protocols, or (ix) material and labor costs associated with reusing existing facilities (wire, termination fields, network facilities, equipment, peripherals, adjuncts, existing x-ray generators or their components) and temporary install of any item for testing, or any purpose. No Warranty, Service, or Software Support includes coverage for (i) Customer-supplied software, (ii) equipment warranted by another manufacturer, (iii) replacement of expendable, consumable or limited life items, including X-ray Tube(s), detector tunnels, grids, carry bags, hand clickers, foot pedals, containers, batteries, bulbs, radiation sources, storage media, USB connection cables between Equipment where equivalent cables are available to consumers through ordinary consumer vendors, and/or additional protective or positioning devices used with the products, (iv) new personnel training, education, continuing education credits, or professional or regulatory accreditation. Warranty or Software Support or Services NEVER extend beyond the Equipment or to devices or Software not provided by Cuattro or to any facilities connected to, providing power or data to, drawing power or data from, or in any way associated or linked to the Equipment or Software.

VI. PROPRIETARY SERVICE MATERIALS

In connection with the Service(s), Warranty, Support, installation, configuration, maintenance, repair, and/or de-installation of the Equipment or Software, Cuattro may deliver to Site items or advance loaner(s) that are not End User's. The presence of this property in the Site will not give you any right or title to it or any license or other right to ongoing access, ongoing use, to keep or to decompile this property. Any access to or use of this property by anyone other than Customer, Cuattro, or Unauthorized third party personnel, is prohibited. You agree that you will use best efforts to protect this property against damage, loss or use of this property contrary to this prohibition. You agree to provide Cuattro unrestricted access to this property during business hours, and to assist Cuattro with its return or recovery, without condition, delay, or assertion of any right to borrow, keep, use or own this property.

VII. EXCLUSION OF IMPLIED WARRANTIES AND LIMITATIONS ON DAMAGES AND LIABILITIES

EXCEPT AS EXPRESSLY REPRESENTED IN THIS AGREEMENT, AND TO THE EXTENT NOT PROHIBITED BY LAW, ALL SERVICES AND WARRANTY ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING FOR QUALITY, RELIABILITY, TIMELINESS, USEFULNESS, SUFFICIENCY AND ACCURACY. THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, OR APPLICATION. CUATTRO'S TOTAL LIABILITY IN DAMAGES AND YOUR EXCLUSIVE REMEDY SHALL BE FOR CUATTRO TO RE-PERFORM SERVICES; PROVIDED, THAT IN THE EVENT CUATTRO IS UNABLE TO CORRECT ANY DEFAULT, CUATTRO MAY ELECT TO REFUND AN AMOUNT EQUAL TO THE ACTUAL FEE PAID TO CUATTRO FOR THE EQUIPMENT, LESS PRIOR USE DEPRECIATION AND AMORTIZATION. IN CALCULATION OF USEFUL LIFE FOR DEPRECIATION AND AMORTIZATION THE PERIOD OF SIXTY (60) MONTHS SHALL BE USED. IN NO EVENT SHALL CUATTRO BE LIABLE FOR MORE THAN THE PRICE ACTUALLY PAID TO CUATTRO FOR EQUIPMENT. IN NO EVENT SHALL CUATTRO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL LOSS OR DAMAGES OF ANY KIND, INCLUDING CLAIMS OF ANY THIRD PARTY, SUCH AS, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, LOSS OF GOODWILL, LOSS OF REPUTATION, BUSINESS INTERRUPTION, OR CAUSES ARISING FROM SERVICE(S), AGREEMENT(S), EQUIPMENT, WARRANTY, OR SOFTWARE, OR ANY INTERACTION WITH CUATTRO, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT OR OTHER THEORY, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, WHETHER ARISING FROM BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, WHETHER KNOWN OR REASONABLY ANTICIPATED BY ANY PARTY. CUATTRO SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE OR ADVICE FROM A THIRD PARTY. TO THE EXTENT ALLOWABLE UNDER LAW, UNDER NO THEORY, INCLUDING NEGLIGENCE, WHETHER ADVISED OF THE POSSIBILITY OR NOT, IS CUATTRO LIABLE FOR THE LOSS OF OR INABILITY TO ACCESS DATA OR RECORDS, OR FOR YOUR OR ANY PARTY'S FAILURE TO MEET CONFIDENTIALITY LAWS OR OTHER STATUTE. NO CLAIMS, REGARDLESS OF FORM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH EQUIPMENT, SOFTWARE, SUPPORT, WARRANTY, AGREEMENT, OR SERVICES FURNISHED BY CUATTRO, MAY BE BROUGHT BY CUSTOMER OR ANY PARTY MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED OR CUATTRO'S PERFORMANCE HAS BEEN COMPLETED OR TERMINATED, WHICHEVER IS EARLIER. YOU AGREE AND ACKNOWLEDGE THAT THE PRICE PAID BY YOU FOR THE SERVICE(S), SOFTWARE SUPPORT, EQUIPMENT WARRANTY, SOFTWARE, AND EQUIPMENT IS BASED UPON AND CONTINGENT UPON THESE LIMITATIONS OF LIABILITY, AND THAT EACH PRICE CHARGED WOULD HAVE BEEN FAR GREATER HAD NOT ALL PARTIES AGREED TO THESE STRICT LIMITS OF LIABILITY, EXCLUSIONS OF WARRANTIES, PROVISIONS FOR DISPUTE RESOLUTION, AND THE LAWFULNESS, REASONABLENESS, AND MUTUAL ACCEPTANCE OF EACH.

VIII. DISPUTE RESOLUTION.

If any party alleges a breach of the terms of this MWSTC Agreement, then the party alleging will inform the other party in writing. Upon receipt of such notice, the receiving party will have 20 days to cure the alleged breach. If the parties do not agree that effective cure has been accomplished by the end of the 20-day period, then a senior manager from each party will meet in person and confer in good faith to resolve the dispute within 21 days of the expiration of the prior 20 day period. If, the dispute remains unresolved, the dispute will be submitted to the office of the American Arbitration Association ("AAA") located closest to Denver, Colorado USA for binding arbitration in front of one (1) arbiter, in accordance with the AAA's Commercial Arbitration Rules then in effect. The law applicable to the arbitration is the US Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended. Cost of the arbitration, including fees and expenses of the arbitrator(s), will be shared equally by the parties, with each party paying its own attorneys' fees, travel expenses, and other costs. The arbitrator(s) will have authority to apportion liability but will not have the authority to award any damages not available under this Agreement. The arbitration award will be presented to the parties in writing, and upon the request of either party, will include findings of fact and conclusions of law. The award may be confirmed and enforced in any court of competent jurisdiction. Any post-award proceedings will be governed by the United States Federal Arbitration Act. If Customer is delinquent in paying any amount (however arising) owed to Cuattro by more than thirty (30) days, then without limiting any other rights and remedies available to Cuattro under the law, in equity, or under contract, Cuattro may (i) suspend provision of the Services and Software until all outstanding amounts are paid, or (ii) by notice to Customer, treat such delinquency as a repudiation by Customer of the portion of the Agreement not then fully performed, whereupon Cuattro may cancel all further obligations with respect to Services and Support. The Parties expressly waive the right to trial by jury, punitive damages, consequential damages, and the recovery of attorney's fees, discover, expert witnesses and court costs.

IX. PROVISIONS GOVERNING SOFTWARE LICENSE

Software is licensed, not sold. You are granted a limited license for any Software associated with the Equipment ordered and delivered by us to you. This license allows you to use the Software only on the Equipment, only at a single Site, only in accordance with the Agreement. **Cuattro reserves the right to deactivate Software and access to Software, access to Data, Support, Warranty, and Service(s) until all payments due from you to us are received, and you agree that this remedy is reasonable, and you disclaim any complaint, damage, or liability related to our exercise of this remedy.** Software is protected by the copyright laws of the United States and international treaties. No rights of ownership or authorship are transferred to you, except as specifically provided for in this Agreement. You may not distribute copies of the Software to others or electronically transfer the Software from one computer to another over a network. The Software contains trade secrets. You may not decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. YOU MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL, DISTRIBUTE, NETWORK, OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF. EUSLA will apply and is part of Software and use of Software is deemed acceptance of EUSLA. All Software and documentation related to the Software or to Equipment remain Cuattro's property. The media on which the Software is recorded or fixed is your property. With respect to Software recorded on your media, you may request that we erase our Software. If you receive Software that renders Software that you then have redundant, you must return the redundant Software to us or certify in writing that you have erased all copies of it. You will not use Software for any purpose related to competitive benchmarking, specification creation, comparison, or compilation, or for designing another software component or program.

END USER SOFTWARE LICENSE AGREEMENT ("EUSLA")

This End-User Sublicense Agreement ("EUSLA") is a legal agreement between you (either a person or a single legal entity, who will be referred to in this EUSLA as "You"), and Cuattro, LLC. ("Cuattro") or its assigns ("Sublicensor"), jointly ("We" or "Our" or "Us") for the use of the software, or any portion thereof, that may accompany this EUSLA, including any associated media, printed materials and electronic documentation (collectively, the "Software"). Software also includes, without limitation, software updates, add-on components, web services and supplements that may be provided or made available to You after the date You obtain your initial copy of the Software, to the extent that such items are not accompanied by a separate license agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Software or Data Hosting, You agree to be bound by the terms of this EUSLA. Software is sublicensed, not sold, and no title to Software is transferred to You.

- 1) **GRANT OF SUBLICENSE.** Subject to the terms and conditions herein, You are granted a non-exclusive sublicense to use Software solely on one (1) computer or Cuattro Equipment sold through by Cuattro, solely for the purpose of furtherance of your investigative work, within the United States of America. Cuattro reserves the right to delay activation or deactivate Software until all payments owed from you are received; you agree that this remedy is reasonable, and you disclaim any complaint, damage, or liability related to this remedy. From time to time, Software may require re-registration, and You agree to input the necessary information and confirm adherence to this EUSLA and any Agreement(s) between Us to complete re- registration, and that, if you do not do this, the Software may not function.
- 2) **RIGHTS AND LIMITATIONS.** Copyright, trademark, and trade secrets laws, international treaty provisions and various other intellectual property laws protect Software. You may not copy, modify, reverse engineer, decompile, or disassemble any Software under any circumstances. Notwithstanding the foregoing, You may make one copy of the Software for back-up and archival purposes. The Software's component parts may not be separated for any use. You may not use Software for commercial purposes or display (other than as an individual end user), nor sell, or otherwise transfer it for value; "commercial purposes" include, without limitation, the use of the Software to create publicly distributed computer software or demonstrations or comparisons with other softwares or products. You may not rent, lease, lend or provide commercial hosting services with respect to Software. You may not copy the printed materials accompanying the Software, nor use such printed materials in the creation, design, or coding of or comparison with another product. You may not remove, modify or alter any copyright or trademark notice from any part of the Software, including those contained in or otherwise created by the Software. You may receive Software in more than one medium. Regardless of the type of the medium you receive, you may use only that one medium that is appropriate for your single computer or device. You may not use or install the other medium on another computer or device. You may not loan, rent, lease, or otherwise transfer the other medium to another user. Upon transmission, using the Software, of any data to Us, You confer onto Us, as applicable, access, ownership and use rights to such data, without limitation the right to display, publish, or use in any fashion such data, provided however that We shall maintain compliance with confidentiality laws and regulations protecting the data.
- 3) **UPGRADES and SUBSCRIPTION.** If Software is identified as an "upgrade" or "subscription," You may use the upgraded product only under the limits and terms of this EUSLA. If the Software is an upgrade of a component of a package of software programs that you licensed as a single product, the Software may be used only as part of that single product package and may not be separated from the package.
- 4) **OWNERSHIP & OTHER RESTRICTIONS.** All right, title, interest and other proprietary rights (including without limitation trademarks and copyrights) which pertain to Software, including without limitation accompanying printed materials and copies of the Software, are owned or licensed by Cuattro or its affiliates, and remain Cuattro's property.
- 5) **SUPPORT.** We may provide you with support services related to the Software ("Support"). The provision and use of Support is subject to the terms and conditions herein, and the terms and conditions of the Cuattro Master Warranty and Support Terms and Conditions and any License to which Sublicensor is subject. Any supplemental software code provided to you as part of Support shall be part of the Software and subject to this EUSLA. With respect to technical information or Data You provide as part of the Support, it may be used for any of our business purposes, unless otherwise limited in writing.
- 6) **TERMINATION ASSIGNMENT AND LAW.** We may terminate this EUSLA if You fail to comply with the terms and conditions of this EUSLA or pay monies owed to Us or violate any Agreement between You and Us. Such termination is not the exclusive remedy to Us. If such termination occurs, You must destroy all copies of Software and its component parts, and We are under no obligation to activate, re- activate, extend, or otherwise make useable the Software. You may not partially or wholly transfer your rights under this EUSLA, without the express written permission of Cuattro. This Agreement shall be governed by and construed for validity, performance, and enforced in accordance with the laws of the State of California (USA), without giving effect to the choice of law principles thereof.
- 7) **LIMITED WARRANTY AND LIABILITY.** Sublicensor agrees, at its option, and such action will be Customer's sole remedy with respect thereto, to (a) repair or replace defective Software; or (b) reperform Support. This limited warranty is void if failure of Software has resulted from Customer's negligence, accident, abuse, misapplication, external factors beyond Our control, or other event within Customer's control. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT. To the extent implied warranties may not be entirely disclaimed but implied warranty limitations are allowed by applicable law, implied warranties on the Software, if any, are limited to ninety (90) days. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, FOR LOSS OF PROFITS, DATA, BUSINESS INTERRUPTION, MALPRACTICE LIABILITY, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, OUR ENTIRE LIABILITY UNDER ANY PROVISION OF THIS EUSLA SHALL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAID BY YOU FOR (i) THE SUBLICENSE OF SOFTWARE OR (ii) SUPPORT THAT DIRECTLY CAUSED THE DAMAGE. YOU REPRESENT THAT YOU ARE A TRAINED SECURITY GOVERNMENT INVESTIGATOR AND THAT YOU ARE SOLELY RESPONSIBLE FOR YOUR DIAGNOSTIC AND SECURITY OPINION.

LIMITED EQUIPMENT WARRANTY AGREEMENT

Equipment purchased from Cuattro that meets the requirements for Warranty and Service, and also identified below in Equipment Products Schedule will be covered by this Agreement. All other items are specifically excluded and have no warranty. Warranty includes Software Support. Cuattro warrants Equipment covered by this Agreement during the Warranty Term shall be free from defects in material and workmanship that impair their reasonable performance and that Equipment shall be in substantial compliance with operational features of Cuattro's published specifications at the time of original sale. Warranty, Service and conditions are subject to conditions and limitations of this Agreement . Warranty is not transferrable without the express written permission of Cuattro, in Cuattro's sole discretion, provided however that Cuattro shall not unreasonably withhold permission. THIS AGREEMENT DESCRIBES END USER'S EXCLUSIVE REMEDIES AND CUATTRO'S SOLE LIABILITY FOR ANY WARRANTY CLAIMS FOR EQUIPMENT AND ANY CLAIMS FOR LIABILITY OR DAMAGES.

EQUIPMENT PRODUCTS SCHEDULE (NEW, NOT USED OR THIRD PARTY)

DETECTORS: NEW CUATTRO "DET" SERIES DIGITAL RADIOGRAPHY DETECTORS

ACQUISITION: CUATTRO DR (TACTICAL) OPERATOR'S CPU AND TOUCHSCREEN

SOFTWARE SUPPORT

For Software, licensed in conjunction with Equipment purchased by the original purchaser End User, where such Software is covered by this Agreement, Cuattro will provide support as limited by EUSLA, concurrently with Warranty and as limited herein:

1. Nothing in this Agreement shall obligate Cuattro to develop, create, test, release, support or provide for use, or sell any new software, Software, Upgrades, Updates, Fixes, or functionality ("**Software Enhancements**"). Software Enhancements are limited to generally available releases only.
2. CUATTRO IS UNDER NO OBLIGATION TO PRODUCE ANY SOFTWARE ENHANCEMENT THAT IS REVERSE OR RETROACTIVELY COMPATIBLE WITH EQUIPMENT OR TO UPGRADE EQUIPMENT, PRODUCT(S) OR CUSTOMER SUPPLIED ITEMS IN ORDER TO FACILITATE A SOFTWARE ENHANCEMENT. Software Enhancements may require hardware or Equipment purchases, including necessary upgrades to Customer's Equipment ("**Hardware Updates**"). Hardware Updates that may be needed to make Software Enhancements operable to Specifications are specifically excluded and are Customer's responsibility and Customer's cost. In the event that Customer's Equipment or Site cannot support features of a generallyavailable released Software Enhancement, Customer may choose: (i) to pay to upgrade Equipment at Cuattro's current pricing or (ii) to forego Software Enhancement while retaining the balance of the obligations and benefits of under the Agreement then in effect.
3. Customer acknowledges it is not reasonable, nor feasible for Cuattro to upgrade, update, fix or support Software versions that are older than two generations (as defined as a version number x.y.z where x or y advances by at least one numeral) from the most recent generally available release of the Software. In the event of a lapse in coverage or Customer's refusal or failure to cooperate to upgrade or update Software, Customer may be required to bring Customer's Software to the most recent generally available release, for a fee determined solely by Cuattro, to resume the benefit of obtaining Support, Updates, Fixes, and Upgrades to the Software. Customer and Cuattro agree to use commercially reasonable efforts to update, fix or upgrade Software covered under a valid, in force, fully paid up Software Support agreement, no later than twelve (12) months after each generally available release of Software. Delays or inability to obtain Service(s), Equipment or Software may occur, in the event of technical difficulties with broadband services, firewalls or other matters, including Customer's failure to meet the conditions in this Agreement. THIS AGREEMENT DESCRIBES CUSTOMER'S EXCLUSIVE REMEDIES AND CUATTRO'S AND END USER'S SOLE LIABILITY FOR ANY SUPPORT CLAIMS FOR SOFTWARE.



THIS MWSTC SHALL CONFIRM ALL ACCEPTED MODIFICATIONS TO THIS ORDER AND AGREEMENT AND ITS SCHEDULES. NO OTHER MODIFICATION OR UNDERSTANDING, VERBAL OR WRITTEN, SHALL BE VALID. BY SIGNING, YOU ACKNOWLEDGE YOU HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND MWSTC AND EUSLA.

Customer Signature _____

Cuattro Security, LLC Signature _____

Print: _____

Print: **Mark Skeels**

Date: _____

Date: **1/13/2023**

Title: _____

Title: **Product Development**

CONTINUED CITY OF GLENDALE SIGNATURE PAGE

Cuatro Security, LLC
Master Warranty and Support Terms and Conditions

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney



Facility: Glendale Police Department, Special Operations

2/6/2023

Contact Ron Swanson

VOID 60 DAYS FROM ISSUE

Office Phone: 623-694-1488

Street Address: 11550 W Glendale Ave

City, State, Zip: Glendale, AZ 95307

Facsimile

Email: rswanson@glendaleaz.com

Delivery Request: 12 Weeks

unless otherwise provided for by the addition of Schedule(s). We reserve the right to deactivate system until all payments are received. If we incur collection expenses, you agree to reimburse us them, plus 1.5% per month of the past due payments. We may, in our sole discretion, accept or deny changes up to 4 weeks prior to the expected delivery, but delivery may be delayed. **EMAIL TO mskeels@cuattro.com.**

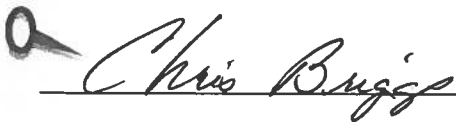
IF YOU ARE TAX EXEMPT, YOU MUST SUBMIT EXEMPTION CERTIFICATE ON ORDER. BY SIGNING, YOU AGREE TO THE MASTER WARRANTY AND SUPPORT TERMS AND CONDITIONS AND SCHEDULES (THE "AGREEMENT"). PAYMENTS NOT REFUNDABLE. ORDER NOT CANCELABLE.

TAXES AND FREIGHT: PACKAGE TOTAL DOES INCLUDE TAXES AND FREIGHT (ITEMIZED ON FINAL INVOICE)

WARRANTY: 2 YEAR CUATTRO WARRANTY and SUPPORT

PAYMENT: CASH: AT ORDER - 50% DEPOSIT + DOCUMENTS. BALANCE DUE UPON COMPLETION OF INSTALLATION

Quotation, Master Warranty and Support Terms and Conditions, End User Software License, and Schedules Accepted By:



CHIEF

2/21/2023

(Signature)

(Title)

(Date)

1	Cuatro Tactical DR system
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2	SEC-002	Tactical Wireless, Glass -Free Flat Panel Detector, 25cmx30cm (GOS)	\$79,200.00
2	Sec-003	Cuatro Tactical Software	\$13,200.00
		Total List Price	\$92,400.00
		USGOV discount	(\$31,250.00)
		Shipping and handling	\$850.00
		Net Price	\$62,000.00