

## Dealership Product Purchase and Resell Terms and Conditions

The following Dealership Product Purchase and Resell Terms and Conditions (the "Terms") shall apply to all proposals, purchase agreements, estimates, invoices or quotes made, (the "Proposal" or "Quote") and purchase orders accepted, by AeroVironment, Inc., ("AV") for provision of Electric Vehicle Charging Equipment, Charging Docks and Charging Stations ("EVSE" or "Product") provided by AV to the customer identified in the accompanying Proposal or Quote ("Dealership"), except to the extent the Terms conflict with an agreement signed by both AV and Dealership. These Terms and the Proposal together form the agreement between AV and Dealership ("Agreement"). These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms shall govern when in conflict with any of the terms and conditions contained in Dealership's purchase order or other procurement documents issued by Dealership. AV's Proposal, delivery of EVSE and acceptance of Dealership's purchase order or other procurement documents is expressly conditioned upon Dealership's acceptance of these Terms, irrespective of whether Dealership accepts by a written acknowledgement, implication, or acceptance of and payment for EVSE ordered hereunder. AV's failure to object to provisions contained in any communication from Dealership, or failure to enforce these Terms, shall not be deemed a waiver of these Terms or any provisions thereof. Any changes in these Terms must be specifically agreed to in writing by both parties before becoming binding on either party.

### 1. Sale of AV Products to Dealership

- 1.1 Product Sales. AV shall sell to Dealership EVSE and such other equipment and accessories as may be agreed by the Parties from time-to-time (together, "Products") pursuant to Proposal made by AV or Purchase Orders placed by Dealership and accepted from time-to-time by AV in accordance with the terms of this Agreement.
- 1.2 Price. AV's Proposal constitutes an offer to sell Products upon the terms of this Agreement. Unless otherwise stated on the Proposal, the prices included in any Proposal: (i) shall be valid for a period of thirty (30) days from its date; (ii) are in U.S. Dollars payable by check, credit card, electronic transfer or wire transfer; and (iii) do not include (a) shipping or transportation charges unless specifically identified as a separate line item, or (b) sales, use, personal property or other taxes, including state and local privilege or excise taxes. All applicable charges will be included in AV's invoice as separate items, which Dealership agrees to pay or, in the case of taxes, to supply appropriate tax exemption certificates in a form satisfactory to AV.
- 1.3 Payment. Dealership agrees to pay all fees listed in the invoice. Unless otherwise stated on the Proposal, payment terms will be cash, letter of credit, electronic transfer or wire transfer in advance based on AV's Proposal. Invoices not paid when due shall be subject to an interest rate of the lesser of one and a half percent (1.5%), or the maximum legal rate, of the invoiced amount for each month they remain unpaid. If Dealership is delinquent in payment to AV, AV may immediately stop shipment of Products and future shipping of Products until all delinquent amounts and late interest are paid. Additionally, AV may at its option recover all costs incurred by AV or its agent, including without limitation reasonable attorneys' fees, costs and expenses, in a collection action or any other legal action resulting from Dealership's breach of this Agreement. AV may re-evaluate Dealership's creditworthiness at any time, and modify or withdraw credit accordingly. Dealership may not set off or recoup invoiced amounts or any portion thereof against sums that are due, may become due, or Dealership claims to be due from AV.
- 1.3 Specifications. The Products shall be manufactured to AV's standard specifications as may be determined by AV from time-to-time, unless the Parties prior agree in writing to different specifications.
- 1.4 AV Branded Products. Unless co-branding has otherwise been provided in a master agreement between the parties, the Products shall be branded "AV". In the event of co-branding, the form and placement of such branding on Products shall be in accordance with the requirements of the master agreement between the parties.
- 1.5 Trademark License. In the event the Products are branded at the Dealership's direction in accordance with a master agreement between the parties, Dealership hereby grants to AV a limited, revocable, non-exclusive and non-transferable license to use Dealership's trademarks, brands and logos ("Dealership IP") for the sole purpose of manufacturing the Products for sale to Dealership pursuant to this Agreement. Any artwork required by AV to use the Dealership IP on or for the Products shall be provided by Dealership at Dealership's sole expense.

### 2. Dealership Resale.

- 2.1 Distribution Network. Dealership shall sell and distribute Products to end-users through its retail operations at existing dealerships.
- 2.2 Resale Price. The sales price that Dealership charges to its customers for Products shall be determined by Dealership in its sole discretion, but AV may notify Dealership of the suggested retail price (MSRP) for Products.
- 2.3 Return Policy. AV will accept returns of unopened Product within 90 days of purchase by Dealership.

### 3. Marketing Cooperation.

- 3.1 Dealership Marketing and Sales Materials. AV shall provide to Dealership appropriate marketing materials in digital format, and Dealership shall be responsible for printing and distributing any advertising collateral for the Products at its own expense. Dealership is responsible for executing drafts of any desired co-branded marketing materials (i.e. Dealership brand and AV brand), and AV and Dealership will mutually approve all final co-branded material prior to public or commercial use. All advertising collateral and merchandising shall be subject to prior written approval of AV prior to use. AV hereby grants Dealership a limited, revocable, non-exclusive and non-transferable license to use AV's trademarks, brands and logos ("AV IP") for the sole use with AV-approved advertising collateral pursuant to this Agreement. Dealership shall use commercially reasonable efforts to actively market and promote the Products using its sales channels and distribution network.

### 4. Confidentiality.

- 4.1 The Parties recognize that each of them ("Receiving Party") may, during the course of this Agreement, gain knowledge of, have access to, and have otherwise disclosed to it certain nonpublic information that is proprietary to the other Party, its subsidiaries and its affiliates ("Disclosing Party") and which is of a secret or confidential nature ("Confidential Information"). The following information

shall be considered the Confidential Information: this Agreement, and information, whether written, oral, visual or otherwise, concerning technologies, software, products, developments, specifications, inventions, designs, research and development programs, business plans, manufacturing, advertising programs, sales promotions, prices, complaints, budgets, forecasts, marketing, investment, management, financial condition and other business affairs.

- 4.2 The Receiving Party shall not disclose, publish, release, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to, or for the use or benefit of, any third party except as necessary for purposes of performing obligations under this Agreement and provided that the Receiving Party shall ensure that each such third party is aware of and undertakes to maintain the secret or confidential nature of the Disclosing Party's Confidential Information.
- 4.3 The obligations of confidentiality shall not apply if:
- (1) the Confidential Information is, or becomes (other than through a breach of this Agreement) generally known to the public;
  - (2) the Confidential Information was in the Receiving Party's possession prior to its disclosure by the Disclosing Party, as demonstrated by the Receiving Party's written records;
  - (3) the Confidential Information is developed independently by the Receiving Party without reliance on information or materials provided by the Disclosing Party, as demonstrated by the Receiving Party's written records; or
  - (4) disclosure is required by law or order of a court; provided that the Receiving Party gives the Disclosing Party prompt notice of the request for disclosure, cooperates with the Disclosing Party in obtaining a protective order or other remedy, and discloses only that portion of the Confidential Information which it is legally compelled to disclose.
- 4.4 Each Party acknowledges that the disclosure of the other Party's Confidential Information may result in irreparable injury to that Party and that such Party shall be entitled to seek injunctive relief in addition to any other legal or equitable remedies that may be available.

## 5. Termination.

- 5.1 Either Party may terminate this Agreement effective immediately by notice in writing without liability to the other if the other is in material breach of this Agreement and, if such breach is remediable, such breach has not been remedied within fifteen (15) days of written notice.
- 5.2 Notwithstanding the provisions of Section 5.1, either Party may terminate this Agreement effective immediately by notice in writing in the event the other becomes insolvent or bankrupt, is placed into administration, receivership or liquidation, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, or on the happening of any similar event according to the laws of its domicile.
- 5.3 In the event of expiration or termination of this Agreement for any reason, unless otherwise directed by the other Party, Dealership shall cease use of AV IP, AV shall cease use of the Dealership IP (other than for Products in manufacture for accepted Purchase Order) and each Party shall return or destroy all the Confidential Information of the other Party and certify such return or destruction if requested to do so by the other Party.
- 5.4 In the even event this Agreement is terminated for any reason, Dealership shall be responsible for any and all Purchase Orders accepted by AV prior to the date of termination.
6. Intellectual Property. All right, title and interest in and to intellectual property of any kind associated with the Products (other than Dealership IP) is reserved to, and belongs to, AV. Dealership agrees not to directly or indirectly disassemble, decode, peel components, decompile, modify, append, translate, copy, distribute, publicly display or otherwise reverse engineer or attempt to reverse engineer or derive source code from, or provide to third parties for such purpose, the Products or any portion thereof, or permit or encourage any third party to do so. Subject to the terms of this Agreement, AV hereby grants Dealership a non-exclusive license to use the software embedded in the Products and any upgrades thereto (the "Software") solely (i) with the Products; (ii) as instructed in AV's printed installation and operation instructions.
7. Limited End-User Warranty for Products and Installations by AV.  
The Products are warranted to the end-user to be free of defects in material and workmanship for a period of thirty-six (36) months from the sale to end-user or from installation of the Products if installed by AV. In addition, Products installed by AV are warranted that the original installation of the Products shall be free of defects in workmanship for a period of thirty-six (36) months from the date of installation. **Dealership shall provide end-users with the limited warranty and restrictions attached hereto and incorporated herein as Exhibit C.**

**THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY AV WITH RESPECT TO THE PRODUCTS AND INSTALLATION IF THE PRODUCT WAS INSTALLED BY AV. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, AV MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN RESPECT OF THE PRODUCTS AND INSTALLATION INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, ACCURACY, OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR OF RESULTS TO BE OBTAINED FROM USE OR INSTALLATION OF PRODUCTS.**

8. Dealership Indemnity. Dealership shall indemnify and hold harmless AV, its officers, directors, customers, agents and employees against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit, arising out of or in any way connected with (a) any breaches of any of the provisions of this Agreement by Dealership; (b) acts or omissions of Dealership or its directors, officers, managers, employees or other agents related to this Agreement; (c) violations by Dealership (or any of its directors, officers, managers, employees or agents) of any applicable law, regulation, or order; or (d) any claims related to AV's use of the Dealership IP pursuant to this Agreement.
9. Force Majeure. Neither party shall be liable for any loss or damage resulting from failure or delay of performance due to unforeseen circumstances or causes beyond their control, including without limitation; strikes; riots; war; fire; flood; vandalism; sabotage; acts of

God; weather-related transit or shipping delays; inability to obtain materials or manufacturing facilities or compliance with any law, regulation or order, whether valid or invalid of any cognizant government body whether domestic or foreign.

10. **LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, AV'S LIABILITY FOR DEALERSHIP'S DAMAGES WILL, IN THE AGGREGATE, NOT EXCEED THE VALUE OF THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL AV OR THE DEALERSHIP BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, ECONOMIC OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFITS, SUFFERED OR INCURRED, AS A RESULT OF THE PRODUCTS OR SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT. LIMITATIONS OF LIABILITY PROVIDED HEREIN WILL APPLY WHETHER THE LIABILITY ARISES UNDER BREACH OF CONTRACT OR WARRANTY; TORT, INCLUDING NEGLIGENCE; STRICT LIABILITY; STATUTORY LIABILITY; OR ANY OTHER CAUSE OF ACTION, AND SHALL INCLUDE A PARTY'S AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS.
11. Other.
  - 11.1. Insurance. Dealership represents and warrants that during the term of this Agreement it shall maintain insurance coverage issued through an insurance company with an A.M. Best rating of AX or better and as is required by law or regulation as of the date of execution of this Agreement including (a) Workers' compensation and employer's liability the limits of which shall not be less than \$1,000,000 each accident or each employee; (b) general comprehensive commercial liability insurance (including contractual liability, personal injury, property damage, advertising liability, products/completed operations and independent contractors) the limits of which shall be not less than US \$1,000,000 per occurrence with a \$2,000,000 aggregate covering general comprehensive commercial liability (including contractual liability, personal injury, property damage, advertising liability, products/completed operations and independent contractors); (c) Automotive bodily injury and property damage liability insurance (covering all owned, hired and non-owned vehicles), the limits of which shall be not less than US \$2,000,000 combined single limit per occurrence; and (d) excess liability insurance the limits of which shall be not less than US \$10,000,000 per occurrence. Dealership shall include AV as additional insured on the commercial general liability insurance policy. All certificates shall provide at least thirty (30) days advance written notice to AV prior to cancellation, termination or alteration of said insurance policies.
  - 11.2. Independent Contractor. It is understood between the Parties that each Party is an independent contractor and is not an agent, employee, servant, partner or joint venture of the other Party. Neither Party shall have the right, power, or authority to assume or create any obligation on behalf of the other Party.
  - 11.3. Severability. If any court of competent jurisdiction finds any provision of this Agreement to be unenforceable or invalid in whole or in part, such finding shall not affect the validity of the other provisions of this Agreement or the remainder of the provision in question.
  - 11.4. Counterparts. This Agreement may be executed in several counterparts, each of which is to be considered an original but all of which taken together constitutes one and the same agreement. The Parties acknowledge and agree that signatures sent by facsimile or electronic copy are deemed and accepted by the Parties as originals.
  - 11.5. No Waiver. The failure of either AV or Dealership to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
  - 11.6. Assignment. Dealership may not assign this Agreement or any part thereof without the prior written consent of AV, except that it may be assigned without such consent to a wholly owned subsidiary or successor. AV may assign this Agreement at any time without consent of Dealership.
  - 11.7. Entire Agreement. This Agreement constitutes the entire, complete and fully integrated agreement between AV and Dealership with respect to the subject matter hereof. Except as required by law, there are no other statements, representations, terms, covenants, warranties, guarantees, conditions, agreements or obligations in any way relating to AV's marketing or sale of Products, installation or services to Dealership and Dealership expressly disclaims any purported reliance on any prior oral and/or written representations. If any provision this Agreement is held invalid, void or unenforceable for any reason, that provision shall be severed and all other provisions of this Agreement shall remain valid to the maximum extent permissible by law. These Terms shall only be modified by a document signed by both AV and Dealership.
  - 11.8. Governing Law. This Agreement shall be governed by the laws of the State of California without regard for its conflict of laws provisions. Venue for any dispute regarding this Agreement or any resulting order shall be Los Angeles County, California, and Dealership expressly consents to the jurisdiction of its state and federal courts in connection with this Agreement or any resulting order. Dealership waives any other venue to which either party might be entitled by domicile or otherwise.



## EXHIBIT C

### CONSUMER NOTICE SUMMARY & ACKNOWLEDGEMENT FORM & WARRANTY

AV strives to ensure your satisfaction with its Products. However, purchasing the Electric Vehicle Charging Station (“Charging Station”) without purchasing installation by AV presents some important considerations that require your attention before making your decision.

**1. If you do not purchase Installation Services from AV, Installation of the Charging Station is your responsibility.**

Installation of the Charging Station:

- Is electrical contracting work that should be performed by a qualified, licensed electrical contractor and requires compliance with applicable national, state and local electrical and other building codes
  - Will in almost all circumstances require obtaining a permit before starting the work, and related inspections after the work is completed, from your local building code enforcement organization
  - May require physical modification to the real property and upgrade, repair, or replacement of certain electrical infrastructure where the Installation takes place
  - May require the participation and approval of the property owner of the installation site, if you are not the property owner (for example, if you are a tenant, you may need your landlord’s approval)
  - May require the participation and approval of any applicable Home Owners Association (HOA), Architectural Review Board, local or neighborhood preservation organization, or other relevant organizations which have authority to prohibit, permit or otherwise affect your ability to make improvements such as the Installation at the Site
  - May be subject to the filing of preliminary lien notices and liens against the real property where the Installation takes place by one or more licensed contractors to the extent permitted by applicable law, for the purpose of ensuring payment for contracting services performed and materials provided in connection with the Installation
  - Should only be completed in compliance with the installation instructions in the User’s Manual which accompanies the Charging Station.
2. When you purchase the Charging Station without installation, AV offers a limited warranty to repair or replace, at AV’s option, any defective Charging Stations or defective component parts. However, improper installation is an activity that will void this warranty.

When Installation Services are not performed by AV, Service under the warranty will not cover service calls to correct improper installation of your Charging Station, costs associated with the de-installation of the Charging Station from your home, costs of shipment of the Charging Station to AV for repairs or replacement, costs of shipment of the repaired or replaced Charging Station back to your home, or costs of re-installation of the repaired or replaced Charging Station.

### LIMITED END-USER WARRANTY

The Products are warranted to the end-user to be free of defects in material and workmanship for a period of thirty-six (36) months from the sale to end-user or from installation of the Products if installed by AV. In addition, Products installed by AV are warranted that the original installation of the Products shall be free of defects in workmanship for a period of thirty-six (36) months from the date of installation.

**THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY AV WITH RESPECT TO THE PRODUCTS AND INSTALLATION IF THE PRODUCT WAS INSTALLED BY AV. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, AV MAKES NO REPRESENTATION**

**OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN RESPECT OF THE PRODUCTS AND INSTALLATION INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, ACCURACY, OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR OF RESULTS TO BE OBTAINED FROM USE OR INSTALLATION OF PRODUCTS.**

To the extent permitted by applicable laws: (a) AV's total warranty expense with respect to any Products and/or installation provided by AV is limited to a maximum of the original purchase price of that Product and/or installation as applicable to a warranty claim; (b) AV's liability under this warranty shall be limited to the repair or replacement, at AV's option, of defective Products, defective component parts or defective installation workmanship, together with any service call required to make repairs or replacements covered by this warranty; and (c) AV will not be liable for repair, replacement or service call costs for Products or installation workmanship not covered by this warranty.

This warranty shall be voided by damage or excessive wear to any Products caused by abnormal operating or environmental conditions (including exposure to acid, chemical fumes, metallic dust or extreme temperatures), accident, abuse, damage, misuse, vandalism, unauthorized alteration or repair, utility surges, or if any Products was not operated, serviced or maintained in strict compliance with the AV user's manual and other printed instructions provided by AV. No warranty applies to the installation of the Products if the Products are not installed by AV or a certified member of AV's licensed independent electrical contractor installation network. Any evidence of an attempt to disassemble or reverse engineer any Products will void this warranty.

## **Dealership Voucher for Product and Installation Services**

This Dealership Voucher Agreement for Product and Installation Services ("Agreement") shall become effective as of the date last executed below (the "Effective Date") by and between AeroVironment, Inc. ("AV"), a Delaware corporation, located at 181 W. Huntington Drive, Suite 202, Monrovia, CA 91016, and the dealership identified in the signature block below ("Dealership"). Both AV and Dealership are referred to herein as a "Party" and collectively as the "Parties." The Agreement shall apply to all orders made by Dealership (the "Order" or "Orders") and Orders accepted by AV for the sale of vouchers ("Vouchers") for Electric Vehicle Charging Equipment, Charging Docks, Charging Stations and the associated installation services (together the "Product"), redeemable by the end-use customer identified in the accompanying Order ("Customer"). Together, this Agreement and Order form the complete agreement between the Parties and shall apply in lieu of any course of dealing between the Parties or usage of trade in the industry and shall govern when in conflict with any terms and conditions contained in documents issued by Dealership. AV's failure to object to provisions contained in any communication from Dealership, or failure to enforce any provision of this Agreement, shall not be deemed a waiver of the Agreement or any provisions thereof. Any changes in this Agreement must be specifically agreed to in writing by both Parties before becoming binding on either party. In consideration of the mutual promises and covenants contained in this Agreement, the receipt and adequacy of which are hereby acknowledged, AV and Dealership agree as follows:

### **4. Sale of Vouchers to Dealership**

- 1.6 **Price.** AV agrees to sell Vouchers in accordance with this Agreement and the Price Schedule set forth in **Exhibit A**. AV shall have the right to adjust the prices in **Exhibit A** at any time by providing 30 days written notice to Dealership. The prices set forth in **Exhibit A** include transportation charges; however, such prices do not include sales, use, personal property or other taxes, including state and local privilege or excise taxes. All applicable taxes will be included in AV's invoice as separate items, which Dealership agrees to pay or to supply appropriate tax exemption certificates in a form satisfactory to AV. It is the responsibility of the end-use customer to pay any applicable permit fees at the time of installation as such fees have not been included in the **Exhibit A** pricing.
- 1.7 **Payment.** Dealership agrees to pay all amounts listed in the invoice. Unless otherwise agreed by the Parties or stated on the Order, payment terms will be cash, credit card, letter of credit, electronic transfer or wire transfer. Dealership shall pay all invoices upon Order submission to AV and in advance of initiation of Product delivery by AV to Customer; or net 15 days of AV's acceptance of the Order if Dealership creditworthiness has been established in advance. Invoices not paid on time shall be subject to an interest rate of the lesser of one and a half percent (1.5%) or the maximum legal rate of the invoiced amount for each month unpaid. Additionally, AV may at its option recover all costs incurred by AV or its agent, including without limitation reasonable attorneys' fees, costs and expenses in a collection action or any other legal action resulting from Dealership's breach of this Agreement. AV may re-evaluate Dealership's creditworthiness at any time, and modify or withdraw credit accordingly. Dealership may not set off or recoup invoiced amounts or any portion thereof against sums that are due, may become due, or Dealership claims to be due from AV.
- 1.8 **Acceptance of Orders.** AV's acceptance of Orders is contingent upon Dealership compliance with its payment and credit terms. In the event AV does not accept an Order, Dealership shall make a full refund to Customer for such Order.
- 1.9 **Specifications.** Products shall be manufactured to AV's standard specifications determined by AV unless the Parties agree in writing to different specifications.

- 1.10 AV Branded Products. Unless co-branding has otherwise been provided in a master agreement between the parties, the Products shall be branded "AV." In the event of co-branding, form and placement of such branding on Products shall be in accordance with the requirements of the master agreement between the parties.
- 1.11 Trademark License. In the event the Products are co-branded in accordance with a master agreement between the parties, Dealership hereby grants AV a limited, revocable, non-exclusive and non-transferable license to use Dealership's brands, trademarks and logos ("Dealership IP") for the sole purpose of manufacturing the Products. Any artwork required by AV to use the Dealership IP on or for the Products shall be provided by Dealership at Dealership's sole expense.
5. Dealership Sale of Vouchers.
- 2.4 Distribution Network. Dealership shall sell Vouchers to Customers through its retail operations at existing dealerships.
- 2.5 Coordination of Product and Installation Services. Upon sale of the Voucher, Dealership shall obtain a signed agreement, as referenced in **Exhibit A**, from the Customer for their purchase of the Voucher conferring the right to obtain the Product from AV. Dealership shall forward the Customer agreement to AV with the Order and additional documentation set forth in **Exhibit A**, ("Customer Documentation"). Dealership will assist Customer in scheduling the Installation Services and explain any the steps involved in the installation process, such as approvals from the property owner.
- 2.6 Resale Price. The sales price that Dealership charges to the Customer for the Voucher shall be determined by Dealership in its sole discretion.
- 2.7 Cancellation of Order. In the event Customer elects to cancel their Installation, Dealership shall have the right to cancel their Order and AV shall refund price Dealership paid for Voucher less costs incurred by AV as a result of the Order.
6. Dealership Marketing and Sales Materials. AV shall provide to Dealership appropriate marketing materials in digital format, and Dealership shall be responsible for printing and distributing any Product advertising collateral at its own expense. Dealership is responsible for executing drafts of any desired co-branded marketing materials and the Parties will mutually approve all such material prior to public or commercial use. All advertising collateral and merchandising shall be subject to written approval of AV prior to use. AV hereby grants Dealership a limited, revocable, non-exclusive and non-transferable license to use AV's trademarks, brands and logos ("AV IP") for the sole use with AV-approved advertising collateral pursuant to this Agreement. Dealership shall use commercially reasonable efforts to actively market and promote the Products using its sales channels and distribution network.
7. Confidentiality.
- 4.1 The Parties recognize that each of them ("Receiving Party" or "RP") may, during the course of this Agreement, gain knowledge of, have access to, and have otherwise disclosed to it certain nonpublic information that is proprietary to the other Party, its subsidiaries and its affiliates ("Disclosing Party" or "DP") and which is of a secret or confidential nature ("Confidential Information" or "CI"). The following shall be considered CI: this Agreement and information whether written, oral, visual or otherwise, concerning technologies, software, products, developments, designs, specifications, inventions, research and development, business plans, manufacturing, prices, complaints, budgets, forecasts, marketing, investment, management, financial condition and other business affairs.
- 4.2 The RP shall not disclose, publish, release, transfer or otherwise make available CI of the DP in any form to, or for the use or benefit of, any third party except as necessary for purposes of performing obligations under this Agreement and provided that the RP shall ensure that each such third party is aware of and undertakes to maintain the secret or confidential nature of the DP's CI.
- 4.3 The obligations of confidentiality shall not apply if:
- (5) The CI is, or becomes (other than through a breach of this Agreement) generally known to the public;
  - (6) The CI was in the RP's possession prior to its disclosure by the DP, as demonstrated by the RP's written records;
  - (7) The CI is developed independently by the RP without reliance on information or materials provided by the DP, as demonstrated by the RP's written records; or
  - (8) Disclosure is required by law or order of a court; provided that the RP gives the DP prompt notice of the request for disclosure, cooperates with the DP in obtaining a protective order or other remedy, and discloses only that portion of the CI which it is legally compelled to disclose.
- 4.4 Each Party acknowledges that the disclosure of the other Party's CI may result in irreparable injury to that Party and that such Party shall be entitled to seek injunctive relief in addition to any other legal or equitable remedies available.
5. Term and Termination.
- 5.1 This Agreement shall commence on the Effective Date and shall continue until terminated by either Party as set forth in 5.2 or 5.3.
- 5.2 Either Party may terminate this Agreement effective immediately by notice in writing without liability to the other if the other is in material breach of this Agreement and, if such breach is remediable, such breach has not been remedied within fifteen (15) days of written notice.
- 5.3 Either Party may terminate this Agreement effectively immediately by notice in writing in the event the other becomes insolvent or bankrupt, is placed into administration, receivership or liquidation, commences proceedings to be wound up, enters into any voluntary arrangement with its creditors, or on the happening of any similar event according to the laws of its domicile.
- 5.4 In the event of expiration or termination of this Agreement for any reason, unless otherwise directed by the other Party, Dealership shall cease use of AV IP, AV shall cease use of the Dealership IP (other than for Products in manufacture for accepted Orders) and each Party shall return or destroy all CI of the other Party and certify such return or destruction if requested to do so by the other Party.
- 5.5 In the event this Agreement is terminated for any reason, Dealership shall be responsible for any and all Orders accepted by AV prior to date of termination.
6. Intellectual Property. All right, title and interest in and to intellectual property of any kind associated with the Products (other than Dealership IP) is reserved to, and belongs to, AV. Dealership agrees not to directly or indirectly disassemble, decode, peel components, decompile, modify, append, translate, copy, distribute, publicly display or otherwise reverse engineer or attempt to reverse engineer or derive source code from, or provide to third parties for such purpose, the Products or any portion thereof, or permit or encourage any third party to do so. Subject to terms of this Agreement, AV hereby grants Dealership a non-exclusive license to use software embedded in the Products and any upgrades thereto (the "Software") solely (i) with the Products; (ii) as instructed in AV's installation and operation instructions.

7. **Limited End-User Warranty for Products and Installations by AV.** The Voucher Products are warranted to the Customer to be free of defects in material and workmanship for the length of the warranty period set forth in the Order.
8. **Dealership Indemnity.** Dealership shall indemnify and hold harmless AV, its officers, directors, customers, agents and employees against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit, arising out of or in any way connected with (a) any breaches of any of the provisions of this Agreement by Dealership; (b) acts or omissions of Dealership or its directors, officers, managers, employees or other agents related to this Agreement; (c) violations by Dealership (or any of its directors, officers, managers, employees or agents) of any applicable law, regulation, or order; or (d) any claims related to AV's use of the Dealership IP pursuant to this Agreement. Dealership is in no way responsible or liable for any claims, liabilities, damages, losses or expenses that arise out of Installation Services provided by AV.
9. **Force Majeure.** Neither party shall be liable for any loss or damage resulting from failure or delay of performance due to unforeseen circumstances or causes beyond their control, including without limitation; strikes; riots; war; fire; flood; vandalism; sabotage; acts of God; weather-related transit or shipping delays; inability to obtain materials or manufacturing facilities or compliance with any law, regulation or order, whether valid or invalid of any cognizant government body whether domestic or foreign.
10. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES OF ANY NATURE ARISING FROM THE AGREEMENT. THE ACTS, WORKMANSHIP OR NEGLIGENCE, INCLUDING PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF ANTICIPATED PROFITS OR REVENUE, RESULTING FROM DEALERSHIP'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS OR AGENTS IN THEIR PERFORMANCE OF THE AGREEMENT IS THE DEALERSHIP'S SOLE RESPONSIBILITY REGARDLESS IF AV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIMITATIONS CONTAINED IN THIS PARAGRAPH ARE ONLY APPLICABLE TO THE MAXIMUM EXTENT OF THE LAW.
11. **Other.**
  - 11.1 **Independent Contractor.** It is understood between the Parties that each Party is an independent contractor and is not an agent, employee, servant, partner or joint venture of the other Party. Neither Party shall have the right, power, or authority to assume or create any obligation on behalf of the other Party.
  - 11.2 **No Waiver.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver thereof.
  - 11.3 **Insurance.** Dealership represents and warrants that during the term of this Agreement it shall maintain insurance coverage issued through an insurance company with an A.M. Best rating of A+ or better and as is required by law or regulation as of the Effective Date including (a) Workers' compensation and employer's liability, the limits of which shall not be less than US \$1,000,000 per accident or employee; (b) general comprehensive commercial liability insurance (including contractual liability, personal injury, property damage, advertising liability, products/completed operations and independent contractors) limits of which shall be not less than \$1,000,000 per occurrence with \$2,000,000 aggregate; and (c) Automotive bodily injury and property damage liability insurance (covering all owned, hired and non-owned vehicles), with limits not less than \$1,000,000 combined single limit per occurrence. Dealership shall include AV as additional insured on the commercial general liability insurance policy. All certificates shall provide at least thirty (30) days advance written notice to AV prior to cancellation, termination or alteration of said insurance policies.
  - 11.4 **Severability.** If any court of competent jurisdiction finds any provision of this Agreement to be unenforceable or invalid in whole or in part, such finding shall not affect the validity of the other provisions of this Agreement or the remainder of the provision in question.
  - 11.5 **Counterparts.** This Agreement may be executed in several counterparts, each of which is to be considered an original but all of which taken together constitutes one agreement. The Parties acknowledge and agree that signatures sent by facsimile or electronic copy are deemed and accepted by the Parties as originals.
  - 11.6 **Assignment.** Dealership may not assign this Agreement or any part thereof without the prior written consent of AV, except that it may be assigned without such consent to a wholly owned subsidiary or successor. AV may assign this Agreement at any time without consent of Dealership.
  - 11.7 **Entire Agreement.** This Agreement constitutes the entire, complete and fully integrated agreement between Parties with respect to the subject matter hereof. Except as required by law there are no other statements, representations, terms, covenants, warranties, guarantees, conditions, agreements or obligations in any way relating to AV's marketing or sale of Products, installation or services to Dealership. Dealership expressly disclaims any purported reliance on any prior representations. If any provision this Agreement is held invalid, unenforceable or void for any reason, that provision shall be severed and all other provisions of this Agreement shall remain valid to the maximum extent permissible by law. These Terms shall only be modified by a document signed by both Parties.
  - 11.8 **Governing Law.** This Agreement shall be governed by the laws of the State of California without regard for its conflict of laws provisions. Venue for any dispute regarding this Agreement or any resulting order shall be Los Angeles County, California, and Dealership expressly consents to the jurisdiction of its state and federal courts in connection with this Agreement or any resulting order, and waives any venue which either party may be entitled.

**EXHIBIT A: PRODUCT PRICE LIST & CUSTOMER DOCUMENTATION**

<b>Product</b>	<b>Dealer Cost*</b>
3-year Warranty Voucher Package	\$1499

<b>Customer Documents:</b>
Consumer Terms and Conditions – Products and Installation Services
Order Form
Property Owner Notice and Consent Form

\*Dealer Cost includes transportation costs, but does not include permit fees or taxes as set forth in Section 1.1