

I-SECURE DMCC STANDARD TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE SALE OF PRODUCTS AND SERVICES (COLLECTIVELY CALLED "PRODUCTS") AND THE LICENSING OF RELATED SOFTWARE OFFERED BY I-SECURE , (HEREINAFTER CALLED "I-SECURE .") FOR THE CONSIDERATION SPECIFIED IN THE ACCOMPANYING QUOTATION OR CONTRACT. THESE TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE INTO ANY QUOTATION OR CONTRACT (ALL COLLECTIVELY REFERRED TO AS THE "CONTRACT") AND SHALL TOGETHER WITH ANY ADDITIONAL TERMS AND CONDITIONS SET FORTH IN THE ACCOMPANYING QUOTATION OR CONTRACT, REPRESENT THE GOVERNING TERMS AND CONDITIONS, NOTWITHSTANDING ANY CONTRADICTORY, MODIFYING OR ADDITIONAL TERMS OR CONDITIONS THAT MAY BE CONTAINED IN A BUYER'S REQUEST FOR QUOTATION, PURCHASE ORDER, OR OTHER DOCUMENTATION. BUYER'S ACCEPTANCE OR OPERATIONAL USE OF ANY PRODUCTS DELIVERED BY I- SECURE SHALL CONSTITUTES THE BUYER'S FULL ACCEPTANCE OF THESE TERMS AND CONDITIONS. SHOULD BUYER NOT ACCEPT THESE TERMS AND CONDITIONS, I- SECURE REQUIRES THAT THE PRODUCTS BE PROMPTLY RETURNED TO I-SECURE FOR CREDIT AS MAY BE APPLICABLE.

1. Prices

Except as otherwise set forth in the offer or mutually definitized order prices are in US dollars. I- SECURE's offer is subject to adjustment in price and delivery schedule in the event that different quantities or other specifications are required than are set forth in the offer. Prices are subject to change due to the imposition by any lawful taxing authority of any additional tax, levy, assessment or other burden on, or related to the goods or services proposed. Unless otherwise specified, this offer is valid for thirty days from the date of submission.

2. Payment Terms and Remit To Addresses

Unless otherwise stated in an official proposal, quotation or mutually definitized order, all sales of Products made hereunder shall be paid to I-SECURE by an Advance Payment, with the balance (if any) by means of an irrevocable Letter of Credit (LOC) payable at sight upon presentation of documents through a mutually agreeable bank nominated by the Seller, using the format designated by Seller and subject to Seller's advance review and approval. Payment of incremental amounts and documents presented for payment shall be those specified in the individual proposal or sales order. Late payments will be subject to an interest charge of 1% of the unpaid balance per month, accruing from the 31st day.

In the event the proposal, quotation or sales agreement contains items offered with alternative payment arrangements, all payments shall be remitted in the manner described in the proposal, quotation or sales agreement.

If Buyer fails to make any payment to I-SECURE as required, I-SECURE shall have the right exercisable at I-SECURE'S sole discretion, in addition to its other rights and remedies, to cease further performance. I-SECURE shall have a lien upon and may retain or repossess any and all deliverables if Buyer does not make full payment to I-SECURE when due.

Except as otherwise set forth in the offer, payments shall be made in US Dollars and shall be remitted to the address shown on the invoice.

3. Acceptance By Buyer

Unless otherwise specified by formal proposal or quotation, Inspection and Acceptance of hardware Products is at the factory by conduct of I-SECURE's Factory Acceptance Test Procedure, which may be witnessed by Customer representative who has acceptance authority. If Customer does not witness the Factory Acceptance Test, authority will be deemed delegated to I-SECURE's Quality Assurance personnel for its conduct and for acceptance. Conclusive Customer acceptance is deemed upon successful passage of Factory Acceptance Test. For products offered for delivery at Destination or Customer's Site, Customer shall inspect the Products promptly after receipt thereof and shall notify I-SECURE in writing within twenty (20) days of any claim for shortage or failure of the Products to meet the requirements of the contract. If Customer gives no such notice, I-SECURE shall deem conclusively that there are no shortages and that the Products conform to the contract requirements. Customer's right to reject Products shall be limited to non-compliance with I-SECURE's published specifications or other Product descriptions incorporated herein.

For services or technical data, inspection/acceptance shall be deemed conclusive upon delivery. Customer shall be liable for payment therefore in accordance with the terms of the Proposal/Sales Agreement, purchase order or contract. In order for a notice of rejection to be effective, Customer must specify the reason(s) for which the data or services are being rejected.

4. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under the Contract to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God; acts of a public enemy; fires; floods; power outages; wars; contagious illness or disease provoking government-imposed quarantines; prohibitions on travel or restrictions on commerce; civil disturbances; sabotage; terrorism; accidents; insurrections; blockades; embargoes; storms; explosions; labor disputes; failures of common carriers; Internet Service Providers; or other communication devices; acts of cyber criminals, acts of any governmental body whether civil or military, foreign or domestic; failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits; and/or inability to obtain labor, materials, equipment or transportation. Any such delays shall not be a breach of or failure to perform the Contract or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

5. Buyer Furnished Items (BFI)

Buyer shall provide the BFI as outlined in I-SECURE's offer. The BFI shall be in a form and condition acceptable for its intended use as determined by I-SECURE. Buyer warrants that Buyer has the rights to provide any such BFI under the Contract. Should the BFI be inaccurate, inadequate or not in a condition for its intended use or not be provided in accordance with the Contract schedule, I-SECURE reserves the right to adjust price and/or delivery schedule.

6. Permits, Licenses and Fees

- A. Buyer shall provide the following items in support of the project: All necessary permits, licenses, leases, certification and other special requirements contained in the quotation and/or contract for operation of the equipment for the Buyer/End User's intended purpose and any required civil or construction work, including third party inspections and others as may be required by law or regulation. Both parties shall comply with all laws and regulations governing the possession, use,

Handling, transfer or disposal of hazardous materials required in the performance of the Contract. At Buyer/End User's request, I-SECURE shall assist Buyer/End User in obtaining the licenses and permits necessary to facilitate the performance of any services, installation and operation of the goods and software furnished under the Contract, including by providing Buyer/End User with all necessary technical information, operators' manuals, maintenance materials and technical specifications. Except as provided for in the Contract, additional assistance requested by Buyer/End User shall be provided by I-SECURE on a time and materials basis. Any license or permit fee imposed for the performance of work shall be borne by the Buyer/End User.

- B. Buyer/End User shall be solely responsible for obtaining any necessary possession, use and operating licensing for the Products and shall include I-SECURE as an additional licensee, as necessary, in order to permit I-SECURE to provide installation and maintenance support services. Buyer/End User shall ensure that solely personnel who have completed I-SECURE- approved training operate the equipment in the proper use of equipment. Failure by Buyer and/or End User to obtain and furnish I-SECURE with a copy of any required possession, use or operating license which allows delivery of the Products and permits proper operation of the Product, shall result in cancellation of the Contract and a restocking fee equal to thirty percent (30%) of the full purchase price.

The End User is responsible for obtaining and abiding by all necessary and appropriate approvals from the applicable cognizant regulatory agencies or authorities in their country of use. Buyer/End User is responsible for safely operating the system in accordance with all I-SECURE instructions/manuals and training and any applicable regulations/requirements of the jurisdictions in which the Product will be operated. I-SECURE is not responsible for any claims, actions or liabilities associated with the improper installation, operation or maintenance of the products. Improper operation would include, but not be limited to, failure to comply with any conditions, requirements, safety measures and procedures provided or required by I-SECURE and/or any cognizant regulatory agency. Improper installation would include, but not be limited to, installation that deviates from the installation guidelines and/or instructions provided by I-SECURE. Improper maintenance would include, but is not limited to, failure to maintain the equipment in the manner, and in accordance with the maintenance guidelines and/or instructions provided by I-SECURE.

7. Site Access

Site access shall be unhindered and available to I-SECURE in order to perform the required work without interruption in accordance with the Contract schedule. I-SECURE's inability to gain access to the site due to Buyer's actions or omissions or any circumstances beyond the direct control of I-SECURE including, but not limited to, delays, inconvenience or damage sustained due to interference by utility appurtenances or the operation of moving the same shall be considered extra work and I-SECURE reserves the right to adjustment of price and/or delivery schedule.

8. Differing Site Conditions

I-SECURE shall notify the Buyer of any conditions at the installation site(s) differing from those indicated in the Contract, including any unknown or subsurface physical conditions at the site(s) differing from those specified by Buyer. If such conditions so differ and cause an increase in I-SECURE's cost of, or the time required for performance of any part of the work under the Contract, I-SECURE reserves the right to adjustment of price and/or delivery schedule.

9. Delivery

Except as otherwise set forth in the offer all quotes are EX-works , Origin and for all international deliveries. If requested, shipping and handling charges will be prepaid by I-SECURE and invoiced to the Buyer at actual cost. Title and risk of loss shall transfer to the Buyer upon delivery to the first common carrier.

If the Buyer is unable to accept delivery, at no fault of I-SECURE, at the delivery time specified in the contract, the Buyer shall authorize I-SECURE in writing to ship the Products in place at I-SECURE's facility, or other mutually agreed upon location, and will acknowledge acceptance of the Products including title, risk of loss, and commencement of warranty. In this event, all remaining payments will be due and payable in full, and installation and commissioning, if required, shall be rescheduled at a mutually agreed date. I-SECURE shall be entitled to an adjustment in price for any delay.

10. Proprietary Information

The design, production and operation of the Products, in any form, are proprietary information and trade secrets of I-SECURE. Buyer agrees that it will keep in confidence and prevent the disclosure to any unauthorized person or persons, any and all proprietary or confidential information related to the Products that is disclosed to Buyer pursuant to this Agreement. Buyer shall not modify, reverse engineer, improve or otherwise change any Products or parts thereof, or any of I-SECURE's proprietary rights related thereto, and shall not use, incorporate or in any way use any of I-SECURE's proprietary rights or confidential information (whether disclosed separately or embodied in any of the Products) in Buyer's own products or business activities. Buyer acknowledges that, in the event of Buyer's breach of any of the foregoing provisions, I-SECURE will not have an adequate remedy in money or damages and that I-SECURE shall therefore be entitled to seek preliminary or permanent injunctive relief, against such breach from any court of competent jurisdiction. I-SECURE's right to obtain such injunctive relief shall not be construed as any limit of its right to seek further legal and equitable remedies.

12. Publicity

Buyer shall not use I-SECURE's name or any trademarks relating to the Products in any publicity or advertising campaign without the prior written permission of I-SECURE. Upon execution of this Agreement, either Party may issue a press release regarding the subject matter of this Agreement upon receipt of written approval of that press release from the other party.

13. Assignment

The Contract is not assignable without the prior written consent of I-SECURE. Any attempt by the Buyer to assign any of the rights, duties or obligations of the Contract without such consent shall be null and void.

14. Notices

All notices required or permitted under the Contract shall be in writing and shall be deemed to have been given upon personal delivery, upon receipt of delivery service or courier transmittal, or upon facsimile to the party with confirmation of transmission received.

15. Indemnification

Buyer and End User each shall assume full and exclusive responsibility for use of the Products after the first to occur of delivery or acceptance. Buyer and End User shall indemnify, defend and hold I-SECURE harmless from all claims, actions, damages, expenses, liabilities and losses, regardless of the legal theory, including but not limited to breach of contract, warranty, negligence, strict liability, statutory or regulatory liabilities or other tort, including without limitation attorney's fees and court costs, incurred that in any way arise out of or relate to: (a) improper installation, the maintenance, modification or operation of the Products, including without limitation by Buyer or any of its customers or end users; (b) defects or other deficiencies with any component parts, equipment, software or materials produced, manufactured, assembled, distributed, resold or supplied by any person or entity other than I-SECURE that are incorporated into or used in any way with the Products; (c) any amount in excess of the limit of I-SECURE's liability to Buyer set forth in Article 17, Limitation of Liability, of the I-SECURE Standard Terms and Conditions that I-SECURE is required to pay in respect of claims arising out of or relating to the Contract; and/or (d) any transaction Buyer enters into or engages in with any party other than I-SECURE, including any customers, end users or other parties involving or relating to the Products.

16. Limitation of Liability

I-SECURE'S total liability to Buyer and all liabilities arising out of or relating to the Contract, from any cause or causes asserted by Buyer/End User or any other third party, and regardless of the legal theory asserted, including but not limited to, breach of contract, warranty, negligence, strict liability, or statutory or regulatory liability, shall not, in the aggregate, exceed the amounts actually paid to I-SECURE under the Contract, or under the specific delivery order at issue, whichever is less.

In no event shall either party be liable to the other for any special, indirect, incidental, consequential, punitive, exemplary or economic damages (including, but not limited to lost profits and lost business opportunity) arising out of or relating to the Contract, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss.

Any claim by Buyer/End User relating to the Contract, other than in warranty, must be made in writing and presented to I-SECURE within one year after the earlier of: (1) the date on which Buyer accepts the deliverable at issue; or (2) the date on which I-SECURE completes performance of the services specified in the Contract. Any claim under warranty must be made within the time specified in the applicable warranty clause.

17. Import/Export Regulations

Buyer agrees that I-SECURE'S performance under the Contract is subject to all of the required and continuing Government approvals, clearances, regulations, and export licenses. In the event I-SECURE is unable to obtain or maintain any required approvals, clearances and/or export or import licenses, I-SECURE shall be excused from its obligation to provide those goods or services set forth in the Contract for which such approvals, clearances and/or export or import licenses are required.

18. Changes

I-SECURE may suggest or Buyer may request changes within the scope of the Contract and applicable specifications. Should any such suggested changes cause an increase or decrease in the purchase price, or in the delivery or installation schedule, or affect any other Contract provisions, I-SECURE shall submit a proposed adjustment to the purchase price, schedule and/or any other provision affected by the change. Upon reaching a mutual agreement in writing thereto, I-SECURE shall proceed with such change.

19. Terminations or Cancellation

- A. Termination: Either party may only assert that the Contract is terminated for default pursuant to a material breach by the other party. In all such cases, the breaching party shall be afforded a reasonable period of time to remedy such material breach, but in any event not less than 30 days from the date that the breaching party receives a written cure notice from the asserting party specifying the nature of the breaching party's failure to comply with a material provision of the Contract.
- B. Cancellation: Cancellation of the Contract or any part thereof shall result in a restocking fee to be charged to Buyer equal to 30% of the full purchase price of the cancelled items. Cancellation will be honored only within thirty (30) calendar days from Contract placement. I-SECURE will submit an invoice for the restocking fees and Buyer shall remit payment for such restocking fees within 30 days after receipt of invoice. Credits due Buyer for prior amounts paid against cancelled items shall be applied to future payments due by Buyer, or reimbursed by I-SECURE within thirty (30) days of receipt of Buyer's invoice or credit notice, if no future payments are due.

20. Warranties

- A. The Products: The Products are provided with a one year warranty against defects in materials and workmanship from the date the Products are accepted or no later than 60 days after shipment, whichever occurs first. Repairs of defects will be performed by I-SECURE at no charge to the Buyer, subject to the limitations herein. For items required to be returned to I-SECURE'S factory for repair, Customer shall apply for I-SECURE'S Return Material Authorization (RMA) prior to shipment of the returned article. Customer shall cooperate with I-SECURE by fully documenting and describing details of the problem or failure and shall follow I-SECURE'S detailed instructions for return of the item to avoid delays with U.S. Customs and improper imposition of import duties. Those items repaired or replaced by I-SECURE under warranty shall be returned to Customer transportation charges prepaid. Repaired or replaced items shall only be warranted for the remaining duration of the original item. In the event that items returned under warranty are determined by I-SECURE to have no trouble found or to have failed as the result of violation of warranty provisions, the Customer shall be responsible for all associated costs of the corrective action, including, but not limited to: transportation, insurance, inspection and storage and repair. In respect to any claims by Customer hereunder, I-SECURE shall have no liability unless Customer complies with instructions given by I-SECURE and these Warranty terms. I-SECURE will retain and own all parts removed from the repaired equipment.

- B. Post Warranty Service and Repairs (if applicable): I-SECURE warrants post warranty service and repairs (hereinafter “Services”) against defects in materials and workmanship for a period of 90 days after the date of service or repair. I-SECURE warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar Services. In the event of any breach of the foregoing warranty, provided Customer has delivered to I-SECURE . timely notice of such breach as hereinafter required, I-SECURE . shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Services to conform to this standard; or (2) refund to Customer that portion of the Price received by I-SECURE attributable to the non-conforming Services. No warranty claim shall be effective unless Customer has delivered to I- SECURE written notice specifying in detail the non- conformities within 90 days after performance of the non-conforming Services or tender of the non- conforming Deliverables.
- C. I-SECURE Software Warranty: I-SECURE warrants only that the Software will for a period of one (1) year from the date of delivery (the “Software Warranty Period”) conform to the software documentation provided by I-SECURE . (the “Software Warranty”). If it is determined that, during the Software Warranty Period, the Software does not operate according to the documentation, I-SECURE .’s only responsibility will be to provide one or more of the following forms of software support, the choice of form being at I-SECUREs sole discretion: (i) to use commercially reasonable efforts to rectify any non-conformance with the Software Warranty in respect of Software that is returned at Buyer’s expense to I-SECURE for repair, or (ii) to provide assistance by way of telephone or e-mail consultation (the “Software Support”). I-SECURE does not warrant or guarantee that the Software is free of viruses, significant bugs, programming errors, or other harmful components.
- D. Third-Party Equipment, Software and Documentation (“third-party materials”): Warranties for third party materials are warranted by the original equipment manufacturer(s) and such warranties shall pass through to the Buyer as extended to I-SECURE. To request warranty service for third- party materials, the Buyer shall notify I-SECURE of the defect with the material and the fault which caused the defect in order to receive a return authorization. I-SECURE, in support of the manufacturer’s warranty, shall coordinate any such warranty returns, their repair, and return of goods to the Buyer. The Buyer shall ship any defective parts, freight prepaid, to I-SECURE after receiving a I-SECURE return authorization. The repair or replacement of goods under warranty is subject to the manufacturer’s warranty and the limitations of paragraph (E) below.
- E. The warranties listed above are valid only if the Buyer uses the items properly, within the operating specifications and instructions supplied by I-SECURE, only makes maintenance adjustments within the tolerances listed in the maintenance or operating manuals provided and has repairs performed by I-SECURE authorized service facilities. Any and all warranties will be void and will not apply to failures or damage to hardware caused by sources outside the goods furnished hereunder including, but not limited to, events such as: misuse whether by fault, negligence, or otherwise, damage from peripheral power sources or equipment not delivered with the original system, conditions resulting from improper use of the equipment or operation of equipment outside the specified environmental conditions, conditions resulting from any modifications or repairs to the equipment other than made by I-SECURE or I-SECURE’S vendor, acts of God, war, riots, insurrections, or Force Majeure events. I-SECURE shall not be liable for loss of profit, indirect, consequential, or special damages arising from any breach of warranty.

- F. Any trouble calls or other costs incurred by I-SECURE for repair of an item returned with “no trouble found” or which has a voided warranty shall be billed to the Buyer at the current service parts and labor rates, portal to portal, with the explanation of said misuse, abuse, or damage. Likewise, calls required because of operational errors, maladjustment’s, broken or disconnected cables, or other failures created and caused outside the direct control of I-SECURE . or Buyers maintenance personnel not following the maintenance guidelines provided shall be billed as described in this paragraph.
- G. THE EXPRESS WARRANTIES AND REMEDIES IN THIS ARTICLE ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY I-SECURE .. I- SECURE SPECIFICALLY DISCLAIMS AND BUYER WAIVES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE OR PAST DEALINGS BETWEEN THE PARTIES.

21. Modifications, Complete Agreement

No modifications of these Terms and Condition shall be effective unless in writing and signed by authorized representatives of the parties. The Contract constitutes the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of the Contract.

I-SECURE .'s proposal and these Terms and Conditions shall be included in the Contract by reference.

22. Applicable Law and Disputes

- A. The Contract shall be interpreted, construed and governed by, and the relations between the parties determined by the laws in force in the United Arab Emirates.
- B. Should any disputes or differences of any kind arise between the Buyer and I-SECURE, in connection with or arising out of the Contract, or the performance hereunder, these will be settled by mutual agreement, which after having been written and signed by both parties, will become final and binding upon both Parties.

23. Severability

If any provision of the Contract is held by a court of competent jurisdiction to be void, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

24. Order of Precedence

In the event of a conflict arising between the documents constituting a formal offer or quotation, the following descending order of precedence shall be given: (a) the formal quotation to which these terms are attached; (b) these terms and conditions; and (c) and the Statement of Work or specification referenced or attached hereto; (d) any other attachments.

25. Right of Approval

Acceptance of any order stemming from this quotation is contingent on disclosure by the Buyer of all parties to the transaction, including the Buyer, intermediaries and end users who will bear interest, title or operational authority over the equipment at every stage. Such additional parties shall be subject to due diligence and approval by I-SECURE, at its sole discretion.

26. Additional Terms and Conditions Applicable to Contracts for Maintenance

The following repairs are not covered under contracts for maintenance:

- A. Repairs to equipment that has been modified or subjected to unusual physical, environmental, or electrical stress.
- B. Repairs necessitated by physical damage due to accident, sabotage, improper operation, damage resulting from combat, malicious damage, negligence, unauthorized maintenance or modification, neglect, misuse, improper servicing, transportation, or causes other than ordinary use of the equipment.

If I-SECURE determines that a repair is not covered under a contract for maintenance, I-SECURE will provide a written quote for the repair.