

INNOVOLT HAS SPECIFIC CONTRACTS AND/OR PURCHASE ORDERS WITH DISTRIBUTORS, DEALERS, AND DIRECT CUSTOMERS (“DIRECT CONTRACTS”). THOSE DIRECT CONTRACTS CONTROL ALL TERMS REGARDING THE BUSINESS RELATIONSHIP WITH INNOVOLT, INCLUDING WITHOUT LIMITATION THE PURCHASE OF INNOVOLT’S SOLUTIONS, SERVICES, OR PRODUCTS (COLLECTIVELY “PRODUCT(S)”). TO THE EXTENT YOU DO NOT HAVE OR HAVE MISPLACED YOUR RELATED PURCHASE INFORMATION, PLEASE CONTACT THE ENTITY FROM WHOM YOU PURCHASED THE INNOVOLT PRODUCTS. IF YOU DO NOT HAVE INNOVOLT TERMS AND CONDITIONS FOR THE DEVICE PURCHASED FROM THE DISTRIBUTOR, RESELLER, OR OTHER ENTITY, THE TERMS AND CONDITIONS FOR USE AND ACCEPTANCE OF THE PRODUCT ARE FOUND BELOW. BY PLACING YOUR ORDER OR USING THE PRODUCT, YOU ACCEPT AND ARE BOUND TO THE T&CS AND THE TERMS HEREIN.

**Innovolt End-User Terms & Conditions** : The following Terms and Conditions (T&Cs) apply for any purchases or use of Innovolt’s Product(s). The below listed Limited Warranty, Power Protection, and Miscellaneous terms are included for your reference and apply to all purchases after the posting date. To the extent any terms of your purchase order conflict with these terms listed herein, these T&C’s shall control. To the extent any terms conflict with your Direct Contract with Innovolt, the Direct Control shall control. The below includes a Limited Warranty for Innovolt’s Products and a Protection Promise for properly registered equipment connected to the Products (“Assets”). **Your Product and Asset must be registered.**

**1. Warranty/ Protection Plan.**

A. **Registration and Use.** The Limited Warranty and Protection Plan outlined below are only valid if the Product and related Asset are registered. You can register your Product and Asset on-line on our website [www.innovolt.com/support](http://www.innovolt.com/support). Registration must be done within the earlier of (i) ten (10) days of installing the Product or (ii) sixty (60) days after purchase (“Registration Time Period”). All fields in the registration form must be completed.

B. **Limited Warranty.** Subject to the limitations included herein, Innovolt warrants that the Product, when used normally in accordance with the published guidelines, will be free of defects in material and workmanship from the passage of title for the Warranty Period (the “Warranty”). This Warranty applies to the Customer only. Innovolt will repair or replace, at its option, any defective Product returned to us by Customer during the Warranty Period. The Warranty Period for (i) the Products is five (5) years, and (ii) the Services is the Term as stated on the Order Form, if ordered. The Warranty does not cover (i) cosmetic or aesthetic defects in the Products, or (ii) any replacement or repair of the Products or Assets to the extent they suffer damage via a Power Occurrence as defined below. **If the MOV light is lit on your Product or notification of MOV failure has been provided via the IMC, the Product is no longer properly protecting against certain Power Occurrence(s), as defined below, and must be immediately replaced to prevent damage to the Asset (“MOV Replacement”).**

C. **Protection Plan.**

- i. *Definitions:* “Power Occurrence” means one of the five major power disturbances (Under-voltage, Over-voltage, Voltage Sag/Current Inrush, Brownout, Voltage Spike/Surge), as demonstrated on the Device and as defined by accepted industry and regulatory standards. “Properly Connected” means (a) the Asset, which is approved and tested by UL or another equivalent nationally recognized testing laboratory, is plugged directly into the Product, (b) the Product is plugged directly into the power source, (c) there is no “daisy-chaining” in a serial fashion or any other use of power strips, adaptors, extension cords, or third-party power devices; (d) the Product is not used or connected with aquariums or any water-related products and is used for indoor use only in dry locations, (e) all wiring and outlets are properly grounded, and (f) the connection or installation is done to the proper line voltages and pursuant to Innovolt provided instructions and in compliance with all applicable electrical and safety codes. “Fair Market Value” means the current price of the damaged Asset or its damaged parts, as determined by a reputable lab, exchange or other equivalent. “Term” of the Protection Plan is five (5) years.
- ii. *Product Protection.* So long as the exclusions below do not apply, Innovolt will, at its sole option, replace, refund, or repair during the Term of the Protection Plan, the Product if damaged by a Power Occurrence while Properly Connected to the Asset.
- iii. *Asset Protection.* So long as the exclusions below do not apply, Innovolt will, at its sole option, replace, refund, or repair the Asset’s damaged parts or the entire Asset, if required, provided that (i) the Customer has undertaken any required MOV Replacement, and (ii) any repair, replacement, or refund shall be the Fair Market Value (as defined above) of the damaged parts of the Asset or the entire Asset, where the total liability shall not exceed \$100,000 in the aggregate during the Term of the Protection Plan for that particular Product and connected Asset.

- D. **Warranty and Protection Plan Exclusions.** The above Warranty and/or Protection Plan are null and void if:
- i. The Product is (a) used outside of the United States of America or Canada, or (b) is transferred, sold, or otherwise provided to a user that is not the original Customer;
  - ii. The Product and Asset are not registered, where such registration must be done within the Registration Time Period and fully populate all fields;
  - iii. The Asset is used, refurbished, not new, or not in proper working condition;
  - iv. The claim is not submitted within ten (10) days of the earlier of (i) the Product MOV light coming on, or (ii) damage to your Asset due to a Power Occurrence;
  - v. The Product is tampered with, recycled, altered, abused, misused, modified or repaired - by anyone outside of Innovolt;
  - vi. The Product has been used improperly, has not been properly connected (in compliance with electrical code and Innovolt's specifications), has been connected to the wrong voltages or line rating, is outside the limits of its electrical specifications, or in a manner contrary to the Product's operating manual or other written instructions (or the green product indicator does not come on);
  - vii. The Customer does not follow the RMA process as outlined on Innovolt's website or by calling 1-877-682-7015, or,
  - viii. There is no evidence demonstrating that the damage to the Product or Asset resulted solely from a Power Occurrence, or the Product is still functioning as designed.
- E. **Miscellaneous Protection Plan/ Warranty Terms.** Innovolt reserves the right to test any claimed damaged Product or Asset, and, to the extent such testing reveals the Product (i) is still functioning as designed or (ii) originally performed as designed to prevent the Power Occurrence, then Innovolt will ship such Product and Asset (or parts) back to Customer at customer's expense. This limited Warranty and Protection Plan is in excess of, and applies only to the extent necessary beyond any coverage for the Asset provided by other sources, including but not limited to, any manufacturer's warranty or any extended warranty coverage. The compensation or reimbursement to be paid by Innovolt to the Customer for any claim under the Warranty or Protection Plan, at the sole option of Innovolt, will be subrogated under any existing insurance policies or warranties available to the Customer. Specifically, the amounts to be paid by Innovolt to Customer under the Protection Plan is in excess of, and applies only to the extent necessary beyond, any coverage for the Asset provided by other sources, including, but not limited to, any manufacturer's warranty, and any extended warranty coverage. If the Asset is covered by an existing insurance policy then the Innovolt liability will be limited to the amount of the deductible of the applicable policy if it is lesser than any reimbursement amount. Pursuant to the RMA process, Customer is responsible for related costs in sending the damaged or defective Product and, if applicable Asset or parts, to Innovolt.

**THIS WARRANTY AND PROTECTION PLAN, IF ORDERED, ARE THE EXCLUSIVE REMEDIES. NO OTHER WARRANTY, GUARANTEE, OR PROTECTION PLAN OF ANY KIND IS MADE OR INCLUDED. UNLESS EXPRESSLY PROVIDED HEREIN, INNOVOLT DISCLAIMS ALL OTHER WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF, QUALITY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY, AND INCAPABLE OF EXCLUSION UNDER, APPLICABLE LAW. IF APPLICABLE LAW PROHIBITS SUCH EXCLUSION, THEN ANY RESULTING IMPLIED WARRANTY IS LIMITED IN SCOPE AND DURATION TO THE TERM OF THIS WARRANTY OR IF A LESSER TERM IS SPECIFIED BY APPLICABLE LAW, THEN IT SHALL BE LIMITED TO THE TERM SPECIFIED BY APPLICABLE LAW. SOME STATES OR COUNTRIES DO NOT ALLOW LIMITATIONS ON WARRANTY TYPES OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY AND PROTECTION PLAN. IN NO EVENT WILL ANY WARRANTY COMPENSATION, WHETHER THROUGH REPAIR, REPLACEMENT, OR REFUND, EXCEED THE ORIGINAL PURCHASE PRICE ACTUALLY PAID BY THE CUSTOMER FOR THE PRODUCT.**

11. **LIMITATION OF LIABILITY.** INNOVOLT WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THE ASSETS OR PRODUCT(S). INNOVOLT DISCLAIMS AND SHALL HAVE NO LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; (5) INJURY OR DAMAGE TO PROPERTY, (5) INCREASED LABOR OR OTHER COSTS, OUTSIDE OF THE PARTS DESCRIBED IN THE WARRANTY AND THE PROTECTION PLAN (IF APPLICABLE), OR (6) INNOVOLT PRODUCT OR CUSTOMER'S ASSETS NOT BEING AVAILABLE FOR USE. INNOVOLT'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT

PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT AND APPLICABLE PRODUCT GIVING RISE TO SUCH CLAIM(S), OR IN THE CASE OF THE PROTECTION PLAN, \$100,000 PER PRODUCT AND ASSET FOR THE TERM. THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR INNOVOLT'S PRODUCTS, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. INNOVOLT SHALL NOT BE LIABLE FOR (A) ANY WARRANTY OR PROTECTION PLAN CLAIM BROUGHT MORE THAN TEN (10) DAYS AFTER THE CLAIM AROSE, AND (B) ANY OTHER CLAIM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE. THESE LIMITATIONS AND DISCLAIMERS ARE INDEPENDENT PROVISIONS.

- 2. Proprietary Rights/ Limited License Grant.** All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Product including any documentation, shall belong solely and exclusively to Innovolt, and Customer shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The Product are protected pursuant to patent, trademark, and copyright laws, as well as other intellectual property laws and treaties. You may not reverse engineer, modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Product, in whole or in part. Innovolt hereby grants you a personal, non-exclusive, non-assignable, geographically limited license for the Product and to access and use such Product solely as necessary for you to enjoy the benefit of the Product solely for the Term. To the extent Innovolt provides an option for updates or upgrades to the Product, such updates, upgrades and any documentation shall be deemed the "Product", and shall be subject to any additional charges and this Order Form. In relation to the Product, Innovolt hereby grants, and Customer hereby accepts, a non-exclusive, non-transferable license solely to access and view, within the United States, solely for the Term, the Software in its current form. Customer shall not, and shall not authorize any third party to, (a) in any way sell, license or otherwise distribute the Products, outside of this Agreement (b) permit the Products to be accessed in any way other than by the functionality as described herein; or (d) distribute, expose or pass through any Software password or interface capability. Unless otherwise stated in this Agreement, Customer shall cause Products to bear INNOVOLT's trademarks and service marks, and Customer shall not cause or permit any other third party to privately label, add to or modify the Products or any portion thereof. Some third party license terms require that computer code be generally (a) disclosed in source code form to third parties, (b) licensed to third parties for the purpose of making derivative works, or (c) redistributable to third parties at no charge (collectively, "Excluded License Terms"). Customer shall not incorporate, modify, combine or distribute the Products, in a manner that would subject the Products to Excluded License Terms. To the extent that You utilize the Innovolt Product, User agrees to comply with the Software License Agreement click-through upon registration.
- 3. Data/ Marketing Activities.** In connection with Product, Innovolt may obtain, receive, or collect data or information from the Product and Asset, relating to the electrical power to the facility and/or related Asset where the Product(s) are located (collectively, the "Data"). Innovolt will own such Data and will provide to Customer a limited, non-exclusive, royalty-free, license to use and process the Data. In addition, Innovolt may aggregate and use the Data in support of Innovolt's marketing and sales activities. Customer agrees to provide to Innovolt the service data as specified on the Order Form ("Product Data"). Customer shall own its Product Data and hereby provides to Innovolt a non-exclusive, worldwide license to utilize such Product Data pursuant to this Agreement. You hereby agree to participate in reasonable marketing activities with Innovolt, including providing statements regarding the Product.
- 4. Indemnification.**

  - A. Innovolt shall defend and indemnify you against any third-party claim or action that the Product delivered pursuant to this Agreement infringe or misappropriate a third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("**Indemnified Claims**") so long as Innovolt receive prompt notice of such Indemnified Claim. If Innovolt receives prompt notice of an Indemnified Claim then Innovolt shall at its option, (1) obtain a right for you to continue using such Product; (2) modify such Product to make it non-infringing; (3) replace such Product with a non-infringing equivalent; or (4) or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product. Notwithstanding the foregoing, Innovolt shall have no obligation for any claim resulting or arising from (1) modifications of the Product that were not performed by or on behalf of Innovolt; (2) the combination, operation, or use of the Product in connection with a third-party device, software, or service (the combination of which causes the claimed infringement); or (3) Innovolt's compliance with your written specifications or directions, including the incorporation of any materials or processes provided by or requested by you. Innovolt's duty to indemnify and defend under this Section is contingent upon: (x) Innovolt receiving prompt written notice of the third-party claim or action for which Innovolt must indemnify Customer, (y) Innovolt having the right to solely control the defense and resolution of such claim or action, and (z) your cooperation with Innovolt in defending and resolving such claim or action. This Section states Customer's exclusive remedies for any intellectual property claim or action, and nothing in this Agreement or elsewhere will

obligate Innovolt to provide any greater indemnity to Customer. You shall defend and indemnify Innovolt against any third-party claim or action arising out of your breach of Innovolt's proprietary rights as stated in this Agreement.

B. Each Party shall defend and indemnify the other Party against any third-party claim or action for (i) personal bodily injury, including death, or (ii) property damage, to the extent (i) or (ii) are directly caused by the indemnifying Party's gross negligence or willful misconduct in the course of performing its obligations under this Agreement.

C. ALL OTHER INDEMNITIES ARE DISCLAIMED. THE INDEMNITY OBLIGATION TERMINATES AT THE END OF THE WARRANTY PERIOD.

5. **Miscellaneous.** Customer shall not utilize the Product for any government purposes without the prior written consent of Innovolt. This Agreement is the entire agreement between you and Innovolt with respect to its subject matter and, with the exception of any non-disclosure agreement previously negotiated, supersedes all prior oral and written understandings, communications, or agreements between you and Innovolt. No provision of this Agreement will or shall be deemed to create an association, trust, partnership, joint venture or other entity or similar legal relationship between Innovolt and Customer, or impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to such entities. No party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement. Innovolt has the right to assign, subcontract, or delegate in whole or in part this Agreement, or any rights, duties, obligations or liabilities under this Agreement, by operation of law or otherwise. Each Party will maintain in full force and effect during the Term, insurance relating to this Agreement in amounts that are reasonable for the performance of its obligations. Either Party may, from time to time, request proof of such insurance, including being named as an Additional Insured. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any provision of this Agreement should be found to be void or unenforceable, such provision will be stricken or modified, but only to the extent necessary to comply with the law, and the remainder of this Agreement will remain in full force and will not be terminated. Neither party shall be liable to the other for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control, such as fire, flood, war, embargo, strike, riot, or the intervention of any governmental authority (a "Force Majeure"). This Agreement and any claim, dispute, or controversy (whether in contract or equity), or otherwise, including statutory, consumer protection, common law, intentional tort and equitable claims) between Customer and Innovolt, including any related party arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, or any related relationship or purchase (a "Dispute") shall be governed by the laws of the State of Georgia, USA, without regard to conflicts of law. The parties agree that the UN Convention for the International Sale of Goods will have no force or effect on this Agreement. Any contravention or dispute arising out of or relating to this Agreement, or the breach thereof, which cannot otherwise be resolved as noted in Section 3(B), shall be resolved by arbitration conducted in accordance with American Arbitration Association in Atlanta, Georgia in Fulton County. The Parties waive any right to appeal the arbitral award, to the extent a right to appeal may be lawfully waived. Notice to Innovolt under this Agreement or any related Product Agreement must be in writing and sent by postage prepaid first-class mail or receipted courier service to the address below or to such other address (including facsimile or e-mail) as specified in writing, and will be effective upon receipt. Innovolt, Inc., Attn: General Counsel; 14 Piedmont Center, Suite 1205, 3535 Piedmont Road, NE, Atlanta, GA 30305.