

ONLINE DEALERSHIP TERMS AND CONDITIONS

1. Incorporation and Definition. These Online Dealership Terms and Conditions (“**Terms and Conditions**”) are incorporated into and made a part of the Echo Robotics Dealer Agreement (the “**Dealer Agreement**”) as fully as if therein set forth at length. Capitalized terms used herein not otherwise defined shall have the meanings therefore set forth in the Dealer Agreement.
2. Appointment. In consideration of dealership appointment made in the Dealer Agreement, Dealer shall exert the very best efforts of Dealer for so long as the Dealer Agreement is in force and effect to vigorously sell, rent, support, install and/or service Products.
3. Non-Exclusive Appointment. As stated, the dealership appointment made in the Dealer Agreement is non-exclusive and Company shall be free to appoint other installers, servicers, representatives, retailers, rental agents, wholesalers, sales representatives, resellers, retailers or dealers at any time for the purpose of renting, servicing, installing, supporting and/or selling Products, or renting, servicing, installing, supporting and/or selling other products. In addition, Company shall have, and retains the continuing right, to make any direct or indirect sales of Products for use, rental or resale.
4. Internet. Company reserves the right, as Company may determine in the sole discretion of Company, to sell, rent or lease Products via the Internet or any website and/or to assign such right to others. Subject to the Dealer Agreement and all other sales, advertising and marketing policies of Company as may be in effect from time to time, Dealer may maintain an Internet website which denotes that Dealer is a retailer/reseller, rental agent, and/or installer/servicer/supporter of Products, but in no event may Dealer directly or indirectly process, make, solicit or accept orders for renting and/or selling Products or sell and/or rent Products via the Internet or any website. However, Dealer may provide a hypertext link from the website of Dealer to the website of Company. Such Dealer website and link shall be pre-conditioned upon prior written approval by Company. Dealer shall service, install, support, rent and/or sell Products only at or from Dealer’s Authorized Location(s) via actual customer visits to such locations, unless other methods are approved in writing by Company in advance. Violation of this section shall be deemed a material breach of and default under the Dealer Agreement. Company reserves the right to invalidate the Standard Limited Warranty for and with respect to any unauthorized rental and/or sale of Products in contravention of this section. Dealer acknowledges that Company could encounter severe liability issues in the event Dealer fails to comply with this section, including if Products are rented and/or sold, via the Internet or any website or otherwise, outside the United States or Canada or do not meet applicable governmental requirements as a result of any act or omission by Dealer in violation of this section. Dealer shall defend, indemnify, and hold harmless the Indemnitees (as herein defined) for any violation of or failure to comply with this section by Dealer, any agent of Dealer, or any personnel employed or otherwise engaged by Dealer, including any warranty claims for Products rented and/or sold in violation of this section.
5. Products. Company may modify, replace, or remove any Product from the definition of Products at any time with or without notice to or the consent of Dealer.
6. Warranties, Representations and Covenants of Dealer. Dealer represents, warrants and covenants as of the Effective Date and for so long as the Dealer Agreement is in force and effect as follows:
 - A. if Dealer is an organization, it is and shall continue to be validly organized, existing and in good standing under and by virtue of the laws of the jurisdiction set forth in the Credit Application, and qualified or registered to conduct or transact business in all of the jurisdictions in which it needs to be in order to legally do business therein;
 - B. all financial statements of Dealer that are delivered to Company are true and correct and prepared in accordance with Canadian generally accepted accounting principles or the International Financial Reporting Standards if the Dealer is subject to those standards, consistently applied to the Dealer;

- C. Dealer has paid or adequately provided for all taxes, license fees, or other charges levied, assessed or imposed upon any property, business, payroll locations, or income of Dealer, and will continue to do so;
- D. there are no suits, governmental proceedings or litigation pending, or to the knowledge of Dealer, threatened against Dealer, which may materially affect the financial condition, business, or property of Dealer, and no strike is pending, or to the knowledge of Dealer, threatened against Dealer by employees of Dealer or any labour/labor union claiming to represent such employees;
- E. Dealer has adequate facilities and personnel as necessary to meet the obligations assumed by Dealer under the Dealer Agreement;
- F. Dealer has sufficient net working capital as may be required to enable Dealer properly and fully to carry out and perform all of the duties, obligations and responsibilities of Dealer under the Dealer Agreement;
- G. Dealer has an adequate sales/rental/support/service/installation organization to perform all duties under the Dealer Agreement;
- H. Dealer is an established dealer, rental agent and/or retailer of (or otherwise engaged in the business of selling, renting, supporting, installing and/or servicing) products other than Products and the economic survival of Dealer is not and will not be dependent on Products;
- I. if Dealer is an organization and is located in Quebec, Canada, Dealer's name in both official languages if Dealer has a bilingual name, and the jurisdiction of formation for Dealer regardless of location, are accurately set out on the execution page of the Dealer Agreement;
- J. all of the information provided by Dealer in connection with the Dealer Agreement is complete and accurate as of the date of execution of the Dealer Agreement and has been unchanged for five (5) years preceding the date of execution of the Dealer Agreement by Dealer;
- K. Dealer shall immediately notify Company of any change to any information provided by Dealer in connection with the Dealer Agreement;
- L. Dealer shall, at its own expense, promptly execute and deliver to Company such further documentation and assurances and take such further action as Company may from time to time require in order to more effectively carryout the intent and purpose of the Dealer Agreement, including: filing, if Dealer is located in the United States, the applicable *Uniform Commercial Code* ("UCC"), or if Dealer is located in Canada, (but not in the Providence of Quebec) the applicable *Personal Property Security Act* ("PPSA"), financing statements with respect to the Products and Proceeds (as defined in the applicable UCC or PPSA in effect where the Dealer is located); or filing, if Dealer is located in Quebec, Canada, the applicable RD Form (*Réquisition d'inscription d'une reserve de propriété et de la cession de la reserve de propriété*) at the Register of Personal and Movable Real Rights (Quebec) with respect to the Products. Where not contrary to federal, state, provincial or local law, the Dealer waives delivery to it of copies of any financing statements;
- M. none of Dealer, the owners, affiliates, officers or principals of Dealer or any persons with whom Dealer engages in transactions related to the Products are persons with whom United States persons, or for Dealers located in Canada, Canadian persons, are restricted from doing business under the following respective regulations thereof:
 - a) for Dealers located in the United States, the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on the OFAC Specially Designated Nationals and Blocked Persons List) or under any statute, executive order (including the September 2001, Executive Order Blocking Property and Prohibiting

Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), list or other governmental action, or have been indicted for or convicted of any Patriot Act Offense (as defined herein); and

- b) for Dealers located in Canada, the Canadian economic sanctions legislation including the *Export and Import Permits Act* (Canada) and the *Special Economic Measures Act, Foreign Extraterritorial Measures Act* (Canada), *Proceeds of Crime (Money Laundering) and Terrorism Financing Act* (Canada) and the *United Nations Act* (Canada), by which Canada adopted the OFAC Specially Designated Nationals and Blocked Persons List or the Criminal Code (Canada) for the crimes of aiding or abetting the crimes of money laundering or terrorism financing.

7. Sales, Rental, Support, Installation and Service Responsibility. Dealer shall attain all annual goals relative to Products as mutually agreed to by Company and Dealer. These goals may be modified by Company and Dealer from time to time. Dealer acknowledges that such goals are reasonable, and are of central and critical importance to the Dealer Agreement. Dealer shall promote, advertise, sell, rent, install, support and/or service Products aggressively by all legitimate means, and in connection therewith represents to Company that Dealer presently does and shall continue to:
 - A. employ capable and sufficient office personnel;
 - B. employ a sufficient number of qualified sales, rental, installation, support and/or service personnel and provide effective management therefor;
 - C. formulate comprehensive advertising, sales and/or rental promotion plans which, with respect to Products, shall take into consideration the recommendations of Company and endeavor to utilize the prepared materials of Company;
 - D. maintain at all times a sufficient and representative number of Products, with such assortment of models as are necessary and appropriate for the filling or meeting of expected or forecast sales or rentals of Products over a period of no less than 120 days given the market involved, which responsibility Dealer acknowledges is reasonable in light of relevant market conditions; and/or
 - E. install, service and support all Products sold and/or rented at the location of each customer with trained employees in accordance with standards and directives of Company.
8. Programs. Dealer shall offer customers such terms, discounts and financing programs to facilitate the sale and/or rental of Products, as Dealer in the sole discretion of Dealer, deems necessary and appropriate. Nothing herein shall be interpreted to in any way limit or control the sale and/or rental of Products by Dealer, or the rates, prices, terms, rents, discounts or financing offered by Dealer in connection therewith.
9. Taxes. Dealer shall pay and indemnify Company from and against all importation customs duties assessed on the Products and all taxes (except the income taxes of Company), fees, assessments, charges and liabilities of every kind whatsoever, that are based upon the purchase, importation, sale, resale, rental, use, ownership, installation, support and/or servicing of Products. Dealer will provide to Company appropriate certificates or other evidence of non-taxability of sales of Products by Company to Dealer as may be applicable and required by Company. Company in the sole discretion of Company may charge and collect from Dealer, including in connection with the sale of Products by Company to Dealer as part of, in addition to or together with the price paid by Dealer to Company for Products, any of the forgoing duties, taxes, fees, assessments, charges and liabilities, and pay or hold the same for payment to, the appropriate authorities.
10. Information Relating to Products. Dealer shall promptly provide to Company for so long as the Dealer Agreement is in force and effect, such marketing, servicing, support, installation, rental, and/or sales data as is requested by Company from time to time relating to Products.

11. Dealer Not Franchisee. The relationship between Company and Dealer is that of vendor and vendee, and not of principal and agent. The relationship between Dealer and Company created by the Dealer Agreement is not a franchise, and Dealer is not a franchisee of Company. No community of interest between Dealer and Company is created by the Dealer Agreement or otherwise exists. Dealer has not paid and does not pay any fee or other consideration, directly or indirectly, monetary or otherwise, to Company for appointment as a Dealer pursuant to the Dealer Agreement. Dealer is solely and exclusively responsible for and shall freely determine and establish the means and methods for the installation, support, servicing, rental and/or sales of Products and performance of the responsibilities, duties, and obligations of Dealer under the Dealer Agreement. Specifically, Company has no involvement in, responsibility as to or power or authority over the hiring or terminating of employees of Dealer, the terms, conditions and circumstances of the employment by Dealer of employees, the number of employees of Dealer, the days and hours of operation of Dealer, the nature, type, size, location and number of facilities from which Dealer conducts business, the procurement and retainage by Dealer of the various business aspects of Dealer, and any other product lines which Dealer rents, sells, installs, supports, services and/or represents. Dealer is entitled and empowered and is not limited or prohibited by the Dealer Agreement or Company from exercising full, independent judgment and decision making with respect to all of the foregoing and any and all other aspects of the business of Dealer.
12. Costs and Expenses. Dealer will pay all costs and expenses incurred by Dealer in connection with the Dealer Agreement and the business operations of Dealer, including, any commission or other compensation payable to agents, representatives or employees engaged or employed by Dealer, all expenses for travel and entertainment and all cost of maintaining office, showroom and warehouse facilities. In no event shall Company be responsible for any cost or expense incurred by Dealer except as specifically agreed to in writing in advance by Company.
13. Insurance. Dealer shall at all times maintain in full force and effect at the sole cost and expense of Dealer, commercial automobile liability insurance, property insurance, workers' compensation insurance, employers' liability insurance and general commercial liability insurance coverage including Products and Completed Operations Coverage insuring all contractual indemnifications, for bodily injury and property damage and personal and advertising injury. All insurance required hereby to be maintained by Dealer shall be issued by insurers acceptable to Company, licensed to do business in the jurisdictions in which Dealer is organized/incorporated and/or in the Authorized Location(s) where it has Products, and is rated A.M. Best "A- I X" or better. General commercial liability including Products and Completed Operations Coverage shall name all Company Parties (as herein defined) as additional insureds under CG2026 Additional Insured – Designated Person or Organization (for on-going operations) and CG2037 Additional Insured-Owners, Lessees or Contractors-Completed Operations (for products and completed operations) endorsements or the equivalent thereof or the successor endorsements thereto for so long as the Dealer Agreement is in force and effect and for a period of 5 years thereafter; be primary irrespective of any other insurance covering the additional insureds thereunder and so indicate the same in the policy and certificate therefor; waive contribution from other insurance available to, and transfer of rights of recovery against, the additional insureds thereunder and so indicate the same in the policy and certificate therefor; and, not be subject to cancellation or non-renewal prior to 30 days after written notice to the additional insureds thereunder and so indicate the same in the policy and certificate therefor. The foregoing insurance shall have the minimum coverage and limits set forth on Exhibit A attached hereto, which may be achieved by any combination of underlying and umbrella policies. In the case of any inconsistency between this section and Exhibit A, the provisions of Exhibit A shall control and govern. Proof of the foregoing insurance coverage shall be evidenced by a certificate of insurance given to Company prior to the Effective Date. Upon request Dealer shall make available to Company a copy of the policy for such insurance coverage.

14. Export Control.

A. The Products are sold to Dealer only for resale and/or rental at or from Authorized Locations only. Export of the Products (either in original form or after being incorporated into other items) is controlled by the United States government and the laws of the United States. The Products are authorized for export only to the country of ultimate destination for use only in such country. If Dealer is located in Canada, Canadian law also applies. Should the location of any customer be outside of the United States, or if Dealer is located in Canada any place outside of Canada, any export, transfer, resale, rental or other disposition of the Products (either in original form or after being incorporated into other items) or any technology, hardware components, firmware or software contained therein out of the United States, if Dealer is located in the United States, or Canada, if Dealer is located in Canada, respectively (collectively, “**Diversio**n”) is subject to and must be made in accordance with all applicable law. Diversio

n contrary to applicable law is strictly prohibited. In furtherance hereof, Dealer shall: comply with all applicable export/export control laws, rules and regulations of the United States, Canada, if Dealer is located in Canada, and all other foreign countries, governments, agencies or authorities including, if applicable, the International Traffic-In-Arms Regulations (collectively, “**Export Laws**”); and, not execute any Diversio

n in violation of any Export Laws, or without all necessary exemptions/approvals/authorizations/licenses. Dealer acknowledges that Diversio

n of Products (either in original form or after being incorporated into other items) may require export/export control licenses/approvals/authorizations/exemptions from the United States government, Canadian government, if Dealer is located in Canada, or foreign countries, governments, agencies or authorities. In cases where licenses/ authorizations/exemptions/approvals are required, Dealer shall be solely responsible for obtaining such required licenses/approvals/authorizations/exemptions from the appropriate governments, agencies or authorities. Dealer shall bear all expenses relating to obtaining any necessary licenses/ authorizations/exemptions/approvals required under all Export Laws with respect to any Diversio

n. Anything contained in the Dealer Agreement or herein to the contrary notwithstanding there shall be no Diversio

n to:

- (a) any country subject to United States trade sanctions, and additionally if Dealer is located in Canada, Canadian trade sanctions;
- (b) individuals or entities controlled by the aforescribed countries;
- (c) nationals or residents of the aforescribed countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or
- (d) to any named person on the OFAC Specially Designated Nationals and Blocked Persons List or on the United States Department of Commerce Bureau of Export Administration Denied Persons or Entities List, or to any other person subject to other government lists applicable to Products (or any other similar lists that may be promulgated or maintained by the United States government from time to time hereafter).
- (e) Upon request by Company, Dealer shall provide Company with all information and documentation required to maintain strict compliance with all Export Laws. Dealer shall take all actions as may be reasonably necessary to assure that no customer purchasing and/or renting Products from Dealer contravenes any Export Laws or the provisions of any related authorizations/approvals/licenses/exemptions.

15. WARRANTY. COMPANY MAKES NO WARRANTIES, GUARANTEES OR OTHER REPRESENTATIONS, EXPRESS OR IMPLIED, NOR ANY IMPLIED CONDITIONS, WITH RESPECT TO PRODUCTS (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), EXCEPT AND ONLY TO THE EXTENT OF THE STANDARD LIMITED WARRANTY OF COMPANY FROM TIME TO TIME IN EFFECT FOR AND APPLICABLE TO PRODUCTS, WHICH IS PROVIDED IN WRITING BY COMPANY WITH SALES OF PRODUCTS TO DEALER, AVAILABLE FROM COMPANY UPON REQUEST OR POSTED ON THE OFFICIAL WEBSITE OF COMPANY (THE “**STANDARD LIMITED WARRANTY**”). THE STANDARD

LIMITED WARRANTY MAY CONTAIN DIFFERENT PROVISIONS APPLICABLE TO DIFFERENT COMPONENTS OF PRODUCTS GIVEN BY PERSONS OTHER THAN COMPANY. ENFORCEMENT OF ANY OF SUCH PROVISIONS SHALL BE MADE AND ASSERTED DIRECTLY AND AGAINST ONLY SUCH PERSONS AND NOT COMPANY. ALL PRODUCTS SOLD TO DEALER ARE SOLD ONLY WITH AND SUBJECT ONLY TO THE STANDARD LIMITED WARRANTY. DEALER IS NOT AUTHORIZED TO MODIFY, ENLARGE, ALTER, REVISE, EXTEND OR AMEND THE STANDARD LIMITED WARRANTY OR TO ASSUME ON BEHALF OF COMPANY ANY OTHER DUTY, OBLIGATION OR LIABILITY IN CONNECTION WITH PRODUCTS. IN THE EVENT THAT ANY CHANGE OR ALTERATION (INCLUDING THE REMOVAL OR OBLITERATION OF ANY LABEL, WARNING, INSTRUCTION OR PLATE) IS MADE IN OR TO PRODUCTS, EXCEPT AS MAY BE REQUIRED BY LAWS, REGULATIONS OR GOVERNMENTAL ORDERS AND WHICH COMPANY APPROVES IN WRITING IN ADVANCE AND EXCEPT SUCH OTHER CHANGE OR ALTERATION AS IS APPROVED IN WRITING IN ADVANCE BY COMPANY (INCLUDING BY MEANS OF EXHIBIT B ATTACHED HERETO), OR IF DEALER ALLOWS, PROMOTES, AUTHORIZES OR ENCOURAGES APPLICATION, OPERATION, MAINTENANCE, STORAGE, CONNECTION, INSTALLATION OR USE OF PRODUCTS INCONSISTENT WITH ANY LAW, REGULATION OR GOVERNMENTAL ORDER OR ANY SPECIFICATION, LABEL, OPERATOR'S MANUAL, INSTALLATION MANUAL, SERVICE MANUAL, SERVICE OR PARTS BULLETIN, FIELD CAMPAIGN, GUIDE, INSTRUCTION, WARNING OR RECOMMENDATION OF COMPANY, THEN ALL DUTIES, LIABILITIES AND OBLIGATIONS OF COMPANY UNDER THE STANDARD LIMITED WARRANTY AND OTHERWISE SHALL FORTHWITH TERMINATE AND DEALER SHALL INDEMNIFY INDEMNITEES FOR, AND HOLD INDEMNITEES FOREVER HARMLESS AGAINST AND FROM ALL LIABILITY TO ANY CUSTOMER OF DEALER OR ANYONE CLAIMING THROUGH, BY, UNDER OR ON BEHALF OF DEALER OR SUCH CUSTOMER, INCLUDING LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR ECONOMIC OR MONETARY LOSS, AND INCLUDING ANY AND ALL COSTS INCURRED AS A RESULT OF DEFENDING ANY SUIT OR ACTION ASSERTING OR ALLEGING ANY SUCH LIABILITY AS MAY BE REASONABLY REQUIRED. COMPANY SHALL BE UNDER NO OBLIGATION TO PERFORM UNDER ANY CLAIM UNDER THE STANDARD LIMITED WARRANTY UNTIL AND UNLESS COMPANY HAS RECEIVED PROMPT NOTICE FROM DEALER OF AN ALLEGED DEFECT IN A PRODUCT AND HAS DETERMINED THAT SUCH DEFECT EXISTS. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION, COMPANY PARTIES SHALL HAVE AND ASSUME NO DUTY, LIABILITY OR RESPONSIBILITY FOR ANY PRODUCTS WHICH FAIL TO FUNCTION BY REASON OF ANY ONE OR MORE OF THE FOLLOWING CAUSES, TO WIT:

- A. ABUSE OR MISUSE OR OPERATION, USE, APPLICATION, STORAGE, MAINTENANCE, CONNECTION OR INSTALLATION OF PRODUCTS CONTRARY TO ANY LAW, REGULATION OR GOVERNMENTAL ORDER OR ANY SPECIFICATION, LABEL, GUIDE, WARNING, RECOMMENDATION OR INSTRUCTION FROM COMPANY;
- B. FAILURE TO PERFORM MAINTENANCE OF PRODUCTS AS DIRECTED, REQUIRED, INSTRUCTED OR RECOMMENDED BY COMPANY;
- C. ALTERATION OR MODIFICATION OF PRODUCTS WHICH IS UNAUTHORIZED OR WARNED AGAINST BY COMPANY OR MAY RESULT IN DAMAGE TO PRODUCTS;
- D. FAILURE TO USE OR OPERATE PRODUCTS IN ACCORDANCE WITH LAWS, REGULATIONS AND GOVERNMENTAL ORDERS AND THE SPECIFICATIONS, INSTRUCTIONS, GUIDES, WARNINGS, LABELS AND RECOMMENDATIONS OF COMPANY;
- E. REPAIR, MAINTENANCE, SUPPORT, INSTALLATION OR SERVICING OF PRODUCTS PERFORMED BY UNAUTHORIZED PERSONS;
- F. FORCE MAJEURE INCLUDING NATURAL DISASTER, FIRE, FLOOD, ACCIDENTS OR THE LIKE; OR

G. ANY CAUSE SPECIFIED IN THE STANDARD LIMITED WARRANTY.

16. LIMITATION OF LIABILITY, REMEDIES AND DAMAGES. THE SOLE, DUTY, RESPONSIBILITY AND LIABILITY OF: COMPANY; THE SELLER OF PRODUCTS TO COMPANY; ANY SHAREHOLDER OF COMPANY; INDEMNITEES; AND THE MANUFACTURER(S) OF PRODUCTS OR COMPONENTS OF PRODUCTS (COLLECTIVELY, “**COMPANY PARTIES**”), INCURRED BY OR ARISING OUT OF OR WITH RESPECT TO: THE DEALER AGREEMENT; THE SALE, RENTAL, SERVICE, INSTALLATION, SUPPORT AND/OR OPERATION OF PRODUCTS; THE RELATIONSHIP OF COMPANY WITH DEALER; OR THE SUPPLY OF PRODUCTS, OTHER GOODS OR SERVICES BY COMPANY PARTIES, AND THE EXCLUSIVE REMEDY OF DEALER (OR ANYONE CLAIMING THROUGH, BY, UNDER OR ON BEHALF OF DEALER) AGAINST COMPANY PARTIES UNDER THE DEALER AGREEMENT, THE STANDARD LIMITED WARRANTY, OR OTHERWISE SHALL BE LIMITED TO REPAIR OF PRODUCTS NOT CONFORMING TO THE STANDARD LIMITED WARRANTY, OR, IF DEEMED NECESSARY IN THE SOLE AND ABSOLUTE JUDGMENT OF COMPANY AND AT THE SOLE AND ABSOLUTE DISCRETION OF COMPANY, THE REMOVAL AND RECOVERY OF PRODUCT (BUT ONLY IF FREE OF ALL LIENS AND ENCUMBRANCES AND WITH THE FULL COOPERATION OF DEALER AND WITH FULL ACCESS THERETO) AND/OR AT THE SOLE AND ABSOLUTE DISCRETION OF COMPANY EITHER THE REPLACEMENT OF SUCH PRODUCT OR RETURN OF MONIES ACTUALLY PAID TO COMPANY IN CONNECTION WITH THE PURCHASE OF SUCH PRODUCT(S), WITHOUT INTEREST, LESS AN AMOUNT EQUAL TO THE DEPRECIATION IN VALUE OF SUCH PRODUCTS INCURRED DURING POSSESSION OR USE OF SUCH PRODUCTS BY PERSONS OTHER THAN COMPANY. THE TOTAL WARRANTY OR ANY OTHER LIABILITY OF COMPANY PARTIES SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID TO COMPANY WITH RESPECT TO SUCH PRODUCTS, WHICH GIVE RISE TO ANY CLAIM, LOSS OR DAMAGE. IN NO EVENT SHALL COMPANY PARTIES BE LIABLE TO DEALER OR ANYONE CLAIMING ON BEHALF OF, UNDER, BY, OR THROUGH DEALER, FOR ECONOMIC LOSS, OR: MONETARY; COMPENSATORY; INCIDENTAL; CONSEQUENTIAL; PUNITIVE; OR EXEMPLARY DAMAGES, ARISING IN CONTRACT, STRICT LIABILITY OR IN TORT (INCLUDING, NEGLIGENCE), AT EQUITY OR AT LAW, INCLUDING ANY DAMAGE FOR LOST PROFITS OR FAILURE TO MEET ANY OBLIGATION. THIS LIMITATION OF REMEDIES: HAS BEEN NEGOTIATED BY COMPANY AND DEALER; IS REASONABLE; ENABLES DEALER TO RECEIVE THE BENEFIT OF A LOWER PURCHASE PRICE FOR PRODUCTS THAN WOULD APPLY IN THE ABSENCE OF SUCH LIMITATION; IS DEEMED TO BE FAIR, REASONABLE AND ADEQUATE BY DEALER AND COMPANY; AND, IS INTENDED TO SURVIVE EVEN IF THE REMEDY IS CLAIMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE FULL AND COMPLETE PERFORMANCE OF ALL OBLIGATIONS OF DEALER RECITED IN THE DEALER AGREEMENT IS A CONDITION PRECEDENT TO ALL OBLIGATIONS, DUTIES OR LIABILITIES OF COMPANY RECITED HEREIN. THE STANDARD LIMITED WARRANTY IS INTENDED TO CREATE NO RIGHTS IN THIRD PERSONS OR ANY THIRD PARTY BENEFICIARIES.
17. Interpretation of Warranty. In the event of any inconsistency or conflict between the Dealer Agreement, the Terms and Conditions and the Standard Limited Warranty, the Standard Limited Warranty shall govern, control and supersede. Specifically, additional limitations upon and exclusions from the Standard Limited Warranty may apply as set forth in the Standard Limited Warranty.
18. GOVERNING LAW; JURISDICTION; VENUE. THE DEALER AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS, AND SHALL BE CONSTRUED ACCORDING TO THE LAWS OF THAT STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES; PROVIDED, HOWEVER, WITH RESPECT TO THE REMEDIES OF COMPANY UPON A DEFAULT BY DEALER UNDER THE DEALER AGREEMENT, GOVERNING LAW SHALL ADDITIONALLY BE AS PROVIDED IN THE DEALER AGREEMENT. DEALER AND COMPANY IRREVOCABLY ACCEPT, AND CONSENT, WAIVE ANY OBJECTION AND AGREE TO, THE SOLE AND EXCLUSIVE JURISDICTION AND PROPRIETY AND CONVENIENCE OF VENUE AND FORUM OF ANY COURT WITH GENERAL OR APPROPRIATE JURISDICTION LOCATED WITHIN THE

COUNTIES OF COOK OR LAKE IN THE STATE OF ILLINOIS WITH RESPECT TO ANY LEGAL PROCEEDING ARISING DIRECTLY OR INDIRECTLY OUT OF OR RELATED TO THE DEALER AGREEMENT, THE RELATIONSHIP BETWEEN COMPANY AND DEALER AND ANY TERMINATION OF THE SAME OR ANY TRANSACTION BETWEEN COMPANY AND DEALER, INCLUDING THE SALE AND PURCHASE OF PRODUCTS. THE SENDING BY PREPAID COURIER SERVICE TO THE ADDRESS OF DEALER TO WHICH NOTICES ARE TO BE GIVEN HEREUNDER OF ANY PROCESS SHALL CONSTITUTE LAWFUL AND VALID SERVICE OF PROCESS IN ANY SUCH PROCEEDING, SUIT OR CONTROVERSY. DEALER SHALL BRING ANY LEGAL OR ADMINISTRATIVE SUIT, LITIGATION, CONTROVERSY OR PROCEEDING ARISING DIRECTLY OR INDIRECTLY OUT OF OR RELATED TO THE DEALER AGREEMENT, THE RELATIONSHIP BETWEEN COMPANY AND DEALER AND ANY TERMINATION OF THE SAME OR ANY TRANSACTION BETWEEN COMPANY AND DEALER, INCLUDING THE SALE AND PURCHASE OF PRODUCTS, EXCLUSIVELY AND ONLY IN THE FEDERAL OR STATE COURTS WITH GENERAL OR APPROPRIATE JURISDICTION LOCATED IN THE COUNTIES OF COOK OR LAKE IN THE STATE OF ILLINOIS WHICH SHALL HAVE AS AFORESAID, SOLE AND EXCLUSIVE JURISDICTION THEREOVER. IN THE EVENT DEALER INSTITUTES ANY SUCH LEGAL OR ADMINISTRATIVE SUIT, LITIGATION, CONTROVERSY OR PROCEEDING IN ANY COURT OTHER THAN THOSE SPECIFIED ABOVE, DEALER SHALL ASSUME ALL OF THE COSTS OF COMPANY IN CONNECTION THEREWITH AND WITH THE REMOVAL OR TRANSFER THEREOF TO A FEDERAL OR STATE COURT LOCATED IN THE COUNTIES OF LAKE OR COOK IN THE STATE OF ILLINOIS, INCLUDING, BUT NOT LIMITED TO, ALL LEGAL AND PARALEGALS' FEES, ON A SOLICITOR-CLIENT, FULL INDEMNITY BASIS.

19. WAIVER/TRIAL BY JURY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER HEREBY WAIVES TRIAL BY JURY IN ANY LEGAL OR ADMINISTRATIVE SUIT, LITIGATION, CONTROVERSY OR PROCEEDING IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, ARISING OUT OF OR RELATED TO THE DEALER AGREEMENT, THE RELATIONSHIP BETWEEN COMPANY AND DEALER, ANY TERMINATION OF THE SAME OR ANY TRANSACTION BETWEEN COMPANY AND DEALER, INCLUDING THE SALE AND PURCHASE OF PRODUCTS.
20. Interpretations. All words or phrases used in the Dealer Agreement or the Terms and Conditions shall have the meanings ascribed thereto hereby or by the Dealer Agreement, or if such is silent, then there shall be ascribed thereto the normal, everyday meanings thereof as used in business and commercial enterprise. Unless specifically designated otherwise, the use in the Dealer Agreement or the Terms and Conditions of the word(s): “**parties**” or “**party**” shall mean Dealer and Company; “**person**” or “**persons**” shall mean natural individuals or any recognized form of business organization, enterprise or entity; and “includes” or “including” or similar words shall be construed as if followed by the phrase “...without being limited to...”. As used in the Dealer Agreement or the Terms and Conditions, references to “**and**” as well as to “**or**” shall be construed either conjunctively or disjunctively as necessary and wherever appropriate. As used in the Dealer Agreement or the Terms and Conditions “**Patriot Act Offense**” means any violation of any criminal law or any act that would be a violation of any criminal law if committed within the jurisdiction of the United States or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under: criminal laws against terrorism; criminal laws against money laundering, the Bank Secrecy Act, as from time to time amended; the Money Laundering Control Act of 1986, as from time to time amended; the Patriot Act of 2001 as from time to time amended; or, the USA Freedom Act as from time to time amended, and also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. The singular form of any word used in the Dealer Agreement and the Terms and Conditions shall be interpreted to include the plural or vice versa. The masculine, feminine or neuter form of any word used in the Dealer Agreement and the Terms and Conditions shall be interpreted to be that necessary for factual or grammatical accuracy. All of the foregoing shall be construed to give proper meaning and grammatical form to the words, terms, phrases and sentences used throughout the Dealer Agreement and the Terms and Conditions. The Dealer Agreement and the Terms and Conditions shall not be construed more strictly against Company than Dealer merely by virtue of the fact that the same has been prepared by legal counsel for Company. It is recognized and acknowledged by the parties that each and the respective legal counsel therefor have contributed substantially and materially to the preparation, form, substance and content of the Dealer Agreement and the Terms and Conditions. The various headings used in the Dealer Agreement

and the Terms and Conditions are for convenience only and shall not be used in interpreting the text before which the same appear. The Dealer Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument. Electronic or digital execution of the Dealer Agreement or a facsimile, PDF or JPEG copy of an executed signature page of the Dealer Agreement shall be as effective, binding and enforceable as a signature page bearing an authentic, original signature. Notwithstanding that the Dealer Agreement and the Terms and Conditions is translated into any other language or languages, the official language for application and interpretation of the Dealer Agreement and the Terms and Conditions shall be English.

21. Assignment/Delegation. The rights of Dealer under the Dealer Agreement are not transferable, and therefore cannot be considered an asset of the business of Dealer. The Dealer Agreement may not be assigned or delegated by dealer without the advance approval of company, which approval may be withheld, delayed or conditioned at the sole discretion of company. For purposes of this section, any transfer of any ownership interests in Dealer or cessation of active and substantial participation in the ownership, control or operation of Dealer by any authorized representative, shall be deemed to be an assignment and/or delegation of the Dealer Agreement.
22. Servicing. Dealer shall be responsible for and shall ensure proper, prompt and efficient servicing support and installation, and availability of parts for all Products using installation, support and service trained personnel or contractors approved by Company. Dealer shall: service, support and install all Products regardless of place of purchase; purchase all common and special tools recommended by Company and which are necessary for proper servicing, support and installation, of Products, which Dealer may purchase from any vendor of choice, including, if available, from Company; maintain a clean, safe and efficient workshop with competent personnel; maintain an adequate inventory of parts as recommended by Company in order to provide proper, prompt and efficient service, support and installation of Products; attend service, support and installation schools as conducted by Company in order to be proficient in the service, support and installation of Products and to qualify for warranty labour/labor rates as established from time to time; register with Company all purchasers of Products from Dealer; provide delivery service to users for all Products sold by Dealer and instruct such users in the safe and proper operation and maintenance of such Products; provide written copies of the Standard Limited Warranty to users at the time of delivery of such Products; and process all claims under the Standard Limited Warranty in accordance with the procedures established by Company. If Dealer is authorized to provide warranty support, then with respect to such Products which fail to conform to the Standard Limited Warranty, Dealer shall repair same pursuant to the Standard Limited Warranty and Company shall, upon invoicing or other submission by Dealer in the form required by Company, reimburse Dealer for parts used at the cost thereof to Dealer and/or the labour/labor costs incurred by Dealer in accordance with the published flat rate warranty support schedule of Company applicable to Products, as established from time to time. The foregoing notwithstanding if the applicable published flat rate warranty support schedule of Company applicable to Products is less or lower than any rate imposed by applicable law, then the reimbursement of Dealer by Company shall be at the rate proscribed by law. Company reserves the right to examine all Products claimed to be nonconforming or defective.
23. Delivery of Products and Force Majeure. Company shall have no liability to Dealer or any customer, on account of delay in the manufacturing or delivery of, or inability to manufacture or deliver, any Products for any reason, including strikes, lock-outs, accidents, fires, delays in manufacture, transportation or delivery of materials, acts of God, embargoes, acts of war, terrorism or governmental action, or any other cause beyond the reasonable control of Company, regardless of whether the same or different from the matters and things hereinbefore specifically enumerated.
24. Compliance with Laws. Dealer shall comply with all federal, state/provincial/territorial, and local laws, regulations, codes, ordinances and orders (legislative, executive, judicial or administrative), in any way relating to the performance of Dealer under the Dealer Agreement. Company shall have no responsibility for or any duty of compliance with any applicable law, regulation or governmental order relative to the use, operation, connection, servicing, support or installation of Products. Dealer shall instruct all customers that same are to comply with all laws, regulations and governmental orders and all instructions, warnings, recommendations, guides, labels and specifications of Company relative to the use, operation, application, and maintenance of Products.

25. International Convention on the Sale of Goods. As both Canada and the United States have signed the United Nations Convention on Contracts for the International Sale of Goods (the “**Convention**”), the provisions of the Convention, including any adoption of its terms under the law of the contracting jurisdiction of where the Dealer is located, shall be excluded and not apply to any of the sales of Products by Company to the Dealer.
26. WAIVER OF CERTAIN STATUTORY BENEFITS. WHERE NOT CONTRARY TO FEDERAL, STATE, PROVINCIAL, TERRITORIAL OR LOCALS LAWS, DEALER HEREBY WAIVES ALL BENEFITS AND REMEDIES UNDER ANY STATUTORY PROVISIONS WHICH CONFLICT WITH THE DEALER AGREEMENT AND OTHER OF THE TERMS AND CONDITIONS, INCLUDING The *Limitation of Civil Rights Act* (Saskatchewan) if Dealer is a corporation and the *Civil Enforcement Act* (Alberta), as such statutes may be amended or any successor legislation, or any other seize or sue or similar provision or any renewal or extension thereof, and such statutes and any other similar legislation in any jurisdiction, shall have no application to the Dealer Agreement.
27. Access to Dealer Place Of Business. Upon notice by Company, Dealer shall provide Company with access to every Authorized Location where the Products are located and any other place of business of Dealer and the books and records (in paper or electronic formats) and inventory stock of Dealer to ascertain compliance with the Dealer Agreement by Dealer
28. Confidentiality. Dealer shall hold in strictest confidence, treat as highly confidential and disclose to no person, other than employees of Dealer who agree in writing to be bound by the confidentiality obligations set forth herein, any Confidential Information (as herein defined). “**Confidential Information**” means: (A) at all times all personal information (as such term is defined in any Canadian or American personal information protection statute) obtained by Dealer from Company; and (B) all technical information, know-how, technology, formulae, system designs, prototypes, ideas, inventions, improvements and data about, concerning or relating to Products provided to or obtained by Dealer under or in connection with the Dealer Agreement; provided, however, that any of the foregoing shall not be considered Confidential Information if Dealer can demonstrate that such: has become publicly known through no wrongful act or breach of any obligation of confidentiality on the part of Dealer; was rightfully received by Dealer from a third person without a breach of any obligation of confidentiality by such third person; was approved for release by written authorization from Company; or was developed by Dealer independently of and without reliance on any Confidential Information.
29. Dealer Not Agent. Dealer is an independent contractor in relation to Company, solely responsible for the acts of Dealer at all times. Dealer is not authorized to act as an agent for Company and has neither the right nor authority to: assume or create obligations of any kind on behalf of Company; accept service of legal process of any kind addressed to or intended for Company; or, bind Company in any respect whatsoever.
30. Indemnification. Dealer shall indemnify and hold harmless Company Parties and all affiliates, successors and assigns thereof and the respective officers, directors, agents and employees thereof (collectively, “**Indemnitees**”) against any and all claims, liabilities, damages, or expenses (including costs and legal fees on a solicitor-client, full indemnity basis) of any kind or nature whatsoever by reason of, or arising out of any act, duty, obligation, liability, error or omission of Dealer, any agent of Dealer, or any personnel employed or otherwise engaged by Dealer, in connection with the Dealer Agreement or otherwise. In addition, Dealer shall, at the request of Company and at the sole expense of Dealer, assume the defense of any demand, claim, action, or suit brought against Company by reason of any of the foregoing or where any of the foregoing are alleged, and pay any and all damages assessed against or that are payable by Indemnitees as a result of the disposition of any such demand, claim, action, or suit. Notwithstanding the foregoing, Indemnitees may be represented in any such action by counsel chosen by same and the cost of such representation shall be paid by Dealer.
31. Product Changes By Dealer. Dealer shall not: alter, accessorize or change any Products, except as required by law and approved in writing in advance by Company or as set forth in the Terms and Conditions; remove or obliterate any of the trademarks, patent numbers, name plates, labels or other markings on Products or add any of the foregoing to any Products; or, do anything that would in any way impeach or lessen the validity

of the patents, trademarks or other intellectual property rights appurtenant to or under which Products are manufactured by or supplied to Company or sold to Dealer.

32. Trademarks. Dealer shall not use any trademark, trade dress or tradename owned by any of Company Parties or which any of Company Parties has the right to use, including ECHO® and ECHO ROBOTICS® either alone or with any other word or words as part of the trade, assumed or corporate name of Dealer, or in any other fashion, without the prior written permission of Company. Upon request by Company, and in any event upon any termination of the Dealer Agreement, Dealer shall immediately discontinue completely all use of any and all of such trademarks, trade dress or tradenames, for any purpose whatsoever, including use in the trade, assumed or corporate name, Internet website, or any advertising or other materials of Dealer.
33. Currency Conversion. All payments due to Company shall be made in United States dollars, the currency in which the obligations of the Dealer are expressed. If any amount due from the Dealer under any invoice, the Dealer Agreement or any order or judgment given or made in relation hereto has to be converted from United States dollars (the "**first currency**") in which the same is payable hereunder or under such order or judgment into another currency (the "**second currency**") for the purpose of: (A) making or filing a claim or proof against the Dealer; (B) obtaining an order or judgment in any court or other tribunal; or (C) enforcing any order or judgment given or made in relation hereto, the Dealer hereby undertakes to indemnify Company from and against any loss suffered as a result of any discrepancy between: the rate of exchange used for such purpose to convert the amount in question from the first currency into the second currency; and, the rate or rates of exchange of which Company may in the ordinary course of business purchase the first currency with the second currency upon receipt of an amount paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof. Any amount due from the Dealer under this clause shall be due as separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of the Dealer Agreement.
34. Financial Statements and Sales/Rental Information. Dealer shall promptly provide to Company at least annually for so long as the Dealer Agreement is in force and effect, financial reports of the operations of Dealer and such other financial data as Company may from time to time reasonably request.
35. Income Tax Gross Up. All payments payable under the Dealer Agreement whether principal, interest or otherwise shall be paid in full, free and clear of any present or future taxes, levies, imports, duties, charges, fees or withholdings and without set off or counterclaim or any restriction or condition or deduction whatsoever. If Dealer is compelled by law to make any deduction whatsoever, Dealer will ensure that the same does not exceed the minimum liability therefor and will promptly pay Company such additional amount as will result in the net amount received by the Company being equal to the full amount which would have been receivable had there been no deduction or withholding.
36. French Language Clause. If Dealer is located in Quebec, Canada, Dealer and Company declare that it is their express wish that this document and all related documents be drawn up in English. Les soussignées déclarent que le présent document ainsi que tous les documents qui s'y rattachent, sont rédigés en anglais selon leur volonté expresse.
37. Security Interest. The Security Interest secures the payment and performance of any and all indebtedness and obligations of Dealer to Company, now existing or hereafter arising (including any future advances or indebtedness, interest, attorneys' fees and other costs and expenses). Dealer hereby appoints Company as its attorney in fact, and authorizes Company to:
 - A. sign/authenticate on behalf of Dealer such additional documents/records as may be required from time to time to create, amend, extend, continue, maintain or perfect the Security Interest;
 - B. make/undertake any filings or registrations with governmental officials or offices; and,
 - C. take such other actions as Company deems appropriate to perfect, amend, continue and maintain the perfection of the Security Interest. In addition, Dealer hereby ratifies any filings made against Dealer by Company prior to the Effective Date. The Security Interest shall act as

security for any and all indebtedness, liability and obligations of Dealer to Company, whether absolute, contingent, direct, indirect, liquidated or unliquidated, regardless of whether secured by other property or rights in addition to the Collateral.

With respect to the Collateral, Dealer shall have the right to possession and control of the Collateral, and if the Collateral is inventory of Dealer, the right to resell, rent and use the same in the ordinary course of business, until a default occurs under the Dealer Agreement, at which time Company shall be entitled to possession and control of the Collateral. Dealer shall maintain accurate records of the Collateral and, upon request by Company, furnish copies thereof to Company. Company may, from time to time, examine the books and records of Dealer with respect to the Collateral and any resales or rentals thereof, and may, from time to time, examine the Collateral during business hours of Dealer. Until or unless shipped pursuant to a bona fide sale or rental to a third party, Dealer shall keep the Collateral at the Authorized Location(s) indicated on Exhibit A to the Dealer Agreement or the Authorized Location(s) specified to Dealer by Company, unless Company consents in advance to removal to another location.

EXHIBIT A

Minimum Insurance Coverage Limits

Dealer is required to provide a Certificate of Insurance evidencing the following coverages and limits:

- **COMMERCIAL LIABILITY INCLUDING PRODUCTS AND COMPLETED OPERATIONS AND CONTRACTUAL LIABILITY:**
 - Naming Echo Incorporated, its parent, subsidiaries and affiliates, E.O.P. E., Inc. dba Echo Incorporated and all of their respective officers, directors, agents, employees, and consultants as additional insureds under the ISO endorsements listed below or equivalent forms:
 - #CG2026 Additional Insured – Designated Person or Organization (for on-going operations); and,
 - #CG2037 Additional Insured-Owners, Lessees or Contractors-Completed Operations (for products and completed operations”) with Primary Non-contributory Wording for both forms.
 - The certificate and endorsements must state that the General Liability Insurance is primary irrespective of other insurance covering the additional insureds and the insurance company will not seek contribution from other insurance available to the additional insured(s).
 - The certificate must state that the General Liability Insurance includes a waiver of transfer of rights of recovery against the additional insured(s).
 - The certificate must state that the General Aggregate Limit applies on a per project/location basis
 - Minimum limits:
 - Bodily Injury and Property Damage per occurrence \$ 1,000,000
 - Fire Damage Legal Liability \$ 50,000
 - Personal and Advertising Liability \$ 1,000,000
 - Medical Payments \$ 5,000
 - General Aggregate other than products \$ 2,000,000
 - General Aggregate-products and completed operations \$ 2,000,000
- **COMMERCIAL AUTOMOBILE LIABILITY INSURING ALL OWNED, NON-OWNED AND HIRED VEHICLES WITH LIMITS OF NOT LESS THAN \$1,000,000 EACH ACCIDENT.**
 - Personal Injury Protection as required by statute.
 - Naming Echo Incorporated, its parent, subsidiaries and affiliates, E.O.P. E., Inc. dba Echo Incorporated and all their respective officers, directors, agents, employees, and consultants as additional insureds.
 - The certificate and endorsements must state that the Automobile Liability Insurance is primary irrespective of other insurance covering the additional insureds and the insurance company will not seek contribution from other insurance available to the additional insured(s).
 - The certificate must state that the Automobile Liability Insurance includes a waiver of transfer of rights of recovery against the additional insured(s).
- **STATUTORY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY including a waiver of the insurer's right to recover**
 - Echo Incorporated, its parent, subsidiaries and affiliates, E.O.P. E., Inc. dba Echo Incorporated and all their respective officers, directors, agents, employees, and consultants as additional insureds.
 - Coverage B limits not less than \$1,000,000/\$1,000,000/\$1,000,000.

- Including Stop Gap Employer's Liability for any Monopolistic State.

- **UMBRELLA LIABILITY with per occurrence and annual aggregate limit of not less than \$10,000,000 excess of General Liability including Products and Completed Operations Liability, Automobile Liability and Employer's Liability coverages.**

The certificate must state that the referenced policies will not be cancelled or non-renewed without 30 days written notice to the additional insureds and certificate holders. All referenced policies must be issued by an insurance company licensed to do business in Illinois, with an A.M. Best's rating of "A VIII" or better. The above limit requirements can be achieved by any combination of underlying and umbrella policies.

EXHIBIT B

Company Approved Changes/Alterations to or Accessories for Products

NONE