

# PREVENTATIVE MAINTENANCE AGREEMENT TERMS AND CONDITIONS

**PLEASE REVIEW THE FOLLOWING TERMS AND CONDITIONS WITH CARE, AS THEY IMPACT YOUR RIGHTS AND OBLIGATIONS ARISING FROM A PROPERLY EXECUTED MIRCOM TECHNOLOGIES LTD. (“MIRCOM”) PREVENTATIVE MAINTENANCE AGREEMENT (“PMA”).**

Mircom will provide the Services described in such PMA to the therein identified Customer during the Term thereof, in exchange for payment of prices outlined in the PMA, otherwise in accordance with Mircom’s within standard PMA terms and conditions available. By signing the PMA, Customer agrees and acknowledges that it is and shall be bound by the terms thereof and the following:

1. **DEFINITIONS.** All capitalized terms not otherwise referenced herein shall have such definition as is ascribed to them in the PMA.
2. **APPLICABILITY.** The terms and conditions of the PMA shall only apply to the Services strictly defined within the PMA. For clarity, any independent testing, inspection or maintenance agreements entered into by and between Mircom and Customer are subject to terms and conditions, including without limitation where such independently scoped services concern Customer affiliates or related parties, other site locations, additional services, or otherwise.
3. **TERM.** The PMA shall have such initial term as set out within it (“**Initial Term**”). Thereafter, the PMA shall renew automatically for an indefinite number of “**Renewal Terms**”, each of which shall be for the same duration as the Initial Term, unless a party delivers written notice of intent not to renew to the other thirty (30) days prior to expiry. Initial Term and Renewal Terms are collectively referred to as “**Term**”. In the event of renewal, the price for the Renewal Term shall be in accordance with Mircom’s then-current rates, subject to like gradual annual increases, if applicable.
4. **TERMINATION BY EITHER PARTY.** In addition to other termination rights outlined in this PMA, any party may terminate this PMA on ninety (90) days’ written notice to the other, for any or no reason.
5. **TERMINATION BY MIRCOM.** Mircom may terminate this PMA on notice to Customer, in the event that an “**Event of Default**” occurs. An Event of Default shall mean any one or more of the following (a) attempted or actual assignment or transfer of this PMA to any other person, without the prior written consent of Mircom, whether by way of change of control or otherwise; (b) anticipated or actual Customer insolvency, bankruptcy, winding up, restructuring or creditor arrangement; (c) breach of any provision of this PMA, including failure to pay any sums payable to Mircom hereunder; (d) change in effective management or control of Customer.
6. **CONSEQUENCES OF TERMINATION.** In the event of termination (a) all sums payable to Mircom shall become immediately due and payable; (b) all rights granted to Customer shall be immediately relinquished by Customer; (e) Mircom shall have the right but not obligation to fulfil any outstanding Service obligations to Customer; and (f) Mircom shall not be liable to Customer by reason of termination of this PMA for damages, direct or indirect, consequential or incidental, on account of lost profits, anticipated revenues, or expenditures, arising from or in any way attributable to such termination.
7. **SERVICES AND SERVICE STANDARD.** In exchange for payment in accordance with this PMA, Mircom will complete all Services specifically identified in the PMA, pertaining only to such equipment as is expressly selected within the PMA (the subject “**Equipment**”), in accordance with the applicable codes and standards. Inspections will be conducted by certified C.F.A.A., A.S.T.T. technicians or personnel approved by local authorities having jurisdiction. Wet and dry sprinkler Services shall be conducted

by a licensed sprinkler fitter. After each inspection, a reasonably detailed report will be prepared by Mircom, identifying all Equipment inspected, status of same and recommended follow up maintenance, if any.

8. **PRICE.** Total price for Services outlined in the PMA is strictly based upon the Service selection made in the PMA, and other provisions of the PMA, including these terms and conditions. Without limiting the generality of the foregoing, unless otherwise agreed by the parties:
  - 8.1. **Business Hours.** All Services shall be performed during normal business hours. If Customer requires the performance of any Services outside of Mircom's normal business hours, such Services shall be subject to fees payable by Customer at Mircom's then-current rates;
  - 8.2. **Return Trips.** Mircom reserves the right to invoice Customer for costs and expenses incurred if return trips are needed for any reason;
  - 8.3. **Cancellations.** Cancellation of any scheduled Service calls shall be made no later than seventy-two (72) hours prior to the appointment time, failing which Customer shall pay to Mircom a cancellation fee of One Hundred and Fifty Dollars (\$150.00) not as a penalty but as a pre-estimate of Mircom's damages resulting from the untimely cancellation; and
  - 8.4. **Upward Adjustments.** Customer agrees and acknowledges that the prices contained in the PMA are based on Mircom's assessment of number and condition of Equipment, scope of work and other findings made by Mircom during visual inspection together with documents, information and representations provided to Mircom by Customer prior to or after signing the PMA. In the event any discrepancies are noted at any time, Mircom reserves the right to adjust the prices upward accordingly and retroactively, on notice to Customer. In no event will prices be adjusted downward.
9. **PAYMENT TERMS.** Mircom may, at its sole and exclusive selection, invoice Customer on a periodic basis for work completed to the date of the invoice, at the conclusion of performing the Services for the completed work, or at any other invoice timeline. Prices and payments pertaining to orders destined for an address in Canada shall be in Canadian Dollars. Invoices are payable without deduction or discount within thirty (30) days from the date of the invoice. Interest at the lesser rate of two (2) percent per month or the highest rate permitted by applicable laws shall be due and payable on overdue amounts from due date for the payment until payment of all principal and owing interest is received by Mircom. In the event of Customer's breach of an obligation to Mircom, contractual or otherwise including as it relates to payment of Mircom's invoices, Mircom may take any recourse or pursue any remedy available to it by contract, at law or in equity, concurrently or otherwise. Without limiting the generality of the foregoing, in the event that (a) outstanding amounts are owing to Mircom by Customer or (b) Mircom perceives, in its sole opinion, that the Customer's financial condition, creditworthiness or conduct so warrants, Mircom reserves the right to require advanced payment for all future sales to the Customer, suspend delivery of Services or otherwise alter or suspend any credit extended to Customer or its affiliates. Customer shall reimburse Mircom for cost and expenses, including without limitation, legal or collection fees incurred by Mircom in connection with Mircom's pursuit of recourses or remedies against the Customer.
10. **TAXES, LICENSES AND PERMITS.** Customer is responsible for obtaining all license and permits for paying all applicable taxes, rates, duties, rents, assessments, fees or appropriations and all other monies that may be charged.
11. **ACCESS.** Customer shall provide Mircom with complete and unfettered access to all Equipment and integrated parts and products to facilitate performance of the Services, including without limitation (a)

supplying all lift equipment, extension ladders or scaffolding required for provision of the Services and (b) moving, at its own risk and expense, any heavy items or obstacles that Mircom indicates must be moved to permit provision of Services. In the event of non-compliance Mircom may, at its choice and without liability, elect to (a) supply lifts, ladders or scaffolding or remove the obstacles, as required, in each case at Customer's risk and expense; (b) refuse to complete the Services and charge the Customer a fee for Services it was unable to render, not as a penalty but as an estimate of the losses incurred by Mircom as a result of Customer non-compliance; or do both.

12. **WAIVER.** Mircom will report any deficiencies or detrimental conditions discovered during performance of Services. Customer shall be solely and exclusively responsible for correcting the deficiencies and shall indemnify and hold harmless Mircom and its related parties against all claims arising from Customer failure to remediate such deficiencies. Mircom will not issue a clean certificate of inspection until all deficiencies have been corrected. Mircom reserves the right to reinspect deficiencies that were corrected by client's vendor prior to issuing a certificate, at Customer's sole expense. **Mircom disclaims and waives any responsibility and liability relating to the foregoing. Mircom shall not be responsible, and hereby waive and disclaims responsibility for any repairs or adjustments performed by persons other than an authorized Mircom personnel, and any issues arising therefrom.**
13. **LIMITATION OF WARRANTY AND REMEDIES.** Mircom's standard warranties and any waivers and limitation of liability referenced therein, which are available at <https://mircom.com/legal/product-warranty/> and <https://mircom.com/legal/installation-services-warranty/>, as applicable (the "Standard Mircom Warranties") are incorporated into this PMA by reference and form an integral part hereof. Mircom provides no representations or warranties concerning its products or services in addition to the Standard Mircom Warranties. **CUSTOMER AGREES AND ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE PROVISIONS OF STANDARD MIRCOCM WARRANTIES AS THEY CONTAIN IMPORTANT INFORMATION CONCERNING THE RIGHTS AND OBLIGATIONS ARISING IN RELATION TO THIS PMA.**
14. **SCHEDULES AND LINKS.** All appendices and weblinks referred to in this PMA are incorporated into this PMA and form an integral part hereof.
15. **ENTIRE AGREEMENT.** This PMA, including all documents incorporated herein by reference, which form an integral part hereof, represents the entirety of the understanding and agreement of the parties concerning the matters outlined herein and supersedes all prior written or verbal commitments whether contained in Customer's purchase orders or elsewhere, and may only be amended in writing signed by an authorized signing officer of both parties, provided **terms and conditions contained in Customer purchase orders or other Customer forms, even if signed by Mircom, shall not be deemed to amend the provisions hereof and shall be of no force or effect. Mircom shall in no event be bound by statements or promises made by any of its representatives that are not stated in and made a part of this PMA signed by Mircom.**
16. **INDEMNITY.** Customer agrees to indemnify and hold Mircom harmless from any expense or loss arising out of or resulting from construction site damage or negligence by Customer or any person for whose actions or inactions Customer is responsible at law.
17. **FORCE MAJEURE.** Mircom shall not be liable for any damage, cost or loss of profits of Customer or any person related thereto, pursuant to any type of claim including indemnity or otherwise, arising from a failure by Mircom to comply with the obligations set out in this PMA, where such failure is attributable to fire, flood, storm, labour problems, accidents, acts of civil or military authorities, or from any other causes beyond the reasonable control of Mircom.

18. **GOVERNING LAWS.** This PMA and any purchase orders relating thereto shall be governed by the laws of the Province of Ontario and applicable laws of the Dominion of Canada. Any provision of this PMA that is found to be enforceable or prohibited by applicable laws shall be deemed ineffective and severable from the rest of the PMA, only to the extent of such unenforceability or prohibition, without in any manner affecting the remainder of the provisions of such document(s).
19. **NO WAIVER.** Mircom shall not be deemed to have waived any of the said terms and conditions or to have assented to any alteration of said terms and conditions unless such waiver or assent is in writing and signed by an authorized officer or representative of Mircom or otherwise in accordance with the terms and conditions set out herein. Exceptions made or waiver of its rights from time to time by Mircom shall in no way be deemed a waiver of Mircom's rights or Customer's obligations hereunder on other occasions.
20. **ASSIGNMENT.** Customer shall not assign any part of its rights or obligations under this PMA or ensuing purchase orders to any person, whether by operation of law or otherwise, without Mircom's prior written consent signed by a duly authorized representative of Mircom.
21. **RELATIONSHIP.** Mircom and Customer are independent contractors. The terms of this PMA shall in no way create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.