



# Terms and Conditions

Effective as of September 30, 2026

These Terms and Conditions (the “**Terms**”) govern your purchase, use and access to the **Products** and **Services** provided by RF Technologies, LLC., (herein referred to as “**Seller**”). Please review these Terms carefully before using the **Products** and **Services**. By using the **Products** and **Services**, signing the Proposal, and/or browsing the Site or downloading any of our Data Collectors, you represent that you:

- have read, understand, and agree to adhere to and be bound by the **Terms**;
- are of legal age to form a binding contract with RF Technologies, LLC, and
- have the authority to enter into the **Terms** personally or on behalf of the company or other organization you have named as the user, and to bind that entity to these **Terms**. In the event that you are agreeing to these **Terms** on behalf of a company or organization, “**you**”, “**your**”, and “**Customer**” shall refer to the entity that you are representing. (**Customer** and **Seller** may be referred to individually as a “**Party**”; and collectively as the “**Parties**”).

## 1. Definitions

- 1.1. “**Confidential Information**” means all confidential information disclosed by a Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- 1.2. “**Customer Data**” means data and information (i) to which **Seller** has access in connection with the provision of the **Services**, (ii) processed, prepared, stored, transmitted, or generated by or through the **Seller’s** applications, (iii) that is text, pictures, sound, graphics, video, and other data provided by or on behalf of **Customer** end users, (iv) about or relating to end users, (v) and/or reports describing the utilization and operation of the applications.
- 1.3. “**Documentation**” means the written materials associated with these Terms and Conditions, the **Products** and provided by **Seller** to **Customer**.
- 1.4. “**Intellectual Property Rights**” means any patent, copyright, tradename, trademark, service mark, mask works, trade secrets, know-how, or any other Intellectual Property right or proprietary right, whether registered or unregistered.
- 1.5. “**Product**” refers to the tangible goods and intangible services that the **Seller** provides to the **Customer**.
  - 1.5.1. **Tangible**: Equipment, parts, materials, and supplies
  - 1.5.2. **Intangible**: Software, digital content, and intellectual property
- 1.6. “**SaaS Application**” means any of the applications provided as a subscription service by **Seller** on its cloud platform as specified, listed, or described in a purchase order.
- 1.7. “**Services**” means the services provided through the **Seller’s** applications and the provision of the services to be performed by **Seller**.
- 1.8. “**Subscription Term**” means the term of the subscription for rights to access and use the **Seller’s** applications.
- 1.9. “**Supplied Information**” may include a Proposed Floor Plan system drawing Proposed Floor Plan system drawing based on **Seller’s** current understanding of existing or planned facilities, desired **Customer** workflow, system requirements, regulatory requirements, and other factors as described or verified by **Customer**. **Supplied Information** may also include **Customer’s** existing floor plans, current building structure and building materials, construction plans, electrical work, or availability of **Customer** resources prior to and/or during installation.

## 2. Term

- 2.1. These **Terms** shall commence upon your acceptance and shall continue for the period of the **Subscription Term** as defined in the RFT Software License Agreement, unless sooner terminated as set forth in Section 7 below.



### 3. RF Technologies' Responsibilities

- 3.1. The **Seller** shall perform the **Services** in a professional and workmanlike manner using industry-standard practices, and in strict accordance with the specifications set forth in the applicable Statement of Work (SOW).
- 3.2. The **Seller** warrants that all personnel assigned to perform the **Services** possess the necessary training, certifications, expertise, and legal authorization required to execute their assigned tasks.
- 3.3. The **Seller** will use reasonable efforts to meet project milestones. However, all delivery dates are estimates only. The **Seller** shall not be liable for any delays, losses, or failures to perform resulting from **Customer's** delay in providing information, approvals, or necessary access.
- 3.4. The **Seller** agrees to provide ongoing technical assistance, updates, and maintenance for the **Product** as long as the model remains in active service.
- 3.5. The **Seller** reserves the right, in its sole discretion, to discontinue the manufacture, sale, or support of any **Product**, or any specific version or component thereof, at any time without liability or prior obligation to the **Customer**.
- 3.6. In the event of a planned permanent discontinuation of a core **Product**, the **Seller** will use commercially reasonable efforts to provide the **Customer** with at least ninety (90) days' prior written notice. The **Seller's** sole liability under such notice is to fulfill any accepted purchase orders placed prior to the expiration of the notice period.
- 3.7. If the **Seller** experiences a shortage of materials or supply constraints that affect its ability to deliver the **Product**, the **Seller** reserves the right to allocate its remaining inventory among its customer base in any manner it deems equitable, in its sole discretion, without breach of contract.
- 3.8. The **Seller** may modify the design, specifications, or composition of any **Product** at any time without notice, provided that such modifications do not materially diminish the form, fit, or function of the **Product** previously ordered by the **Customer**.

### 4. Customer Responsibilities and Supplied Information

- 4.1. Customer is solely responsible for the accuracy and completeness of **Supplied Information** and warrants that **Supplied Information** is accurate and complete. During proposal development Seller's investigation into existing facilities, desired Customer workflow, system requirements, regulatory requirements, etc. have been performed in good faith and do not relieve Customer's sole responsibility in this regard. In the event additional equipment or labor is required due to structural, environmental, or other considerations, any additional materials, labor required, trip charges, etc. will require a proposal addendum and/or change order(s) at additional cost. If Proposal addendums or change orders require additional investigation or otherwise cannot be completed within the original timeframe, additional trip charges or reschedule fees may apply.
- 4.2. Customer is responsible to provide all environmental conditions, power requirements, wireless access point locations, room name and numbering, etc. specified within the **Supplied Information** and for notifying Seller if any of these conditions have changed between time of Proposal and time of Installation. In the event Seller's installation team finds any incomplete or inadequate conditions that do not match Supplied Information or Proposal (e.g., electrical pre-work not performed as planned, etc.) Customer will be responsible for any additional time, travel, and material costs incurred by Seller to complete the installation. If additional work cannot be completed within the original timeframe, additional trip charges or reschedule fees may apply.
- 4.3. Customer is responsible for obtaining all required permits and for compliance with applicable federal, state, and local laws, codes and regulations. Any permitting, engineering, state, regulatory fees incurred by Seller will be billed to the Customer with appropriate processing fees. If included in Proposal, Paging and Two-Way Radio systems must be licensed per FCC regulations. Customer is solely responsible for obtaining and maintaining FCC license(s) and other ongoing permits or licenses.
- 4.4. It is recommended that only parts and accessories manufactured or recommended by Seller are used in order to meet applicable safety and performance standards. When Customer requests to use non-Seller product with the Seller installed system, Customer is responsible for disclosing all product information and maintaining said equipment. Seller will perform due diligence to pre-qualify existing equipment, but if Customer equipment is found to be incompatible or information is not disclosed at time of sale, Customer will be responsible for any



additional costs incurred to replace Customer equipment with Seller equipment. Customer will also be solely responsible for obtaining UL certification for this system.

- 4.5. While Seller has designed Product to operate in diverse environments, radio frequency system components are subject to radio frequency propagation anomalies, radio frequency interference, or noise that may prevent the Product from operating properly. In the event radio frequencies are not able to penetrate the intended environment, Customer will be responsible for additional costs in equipment and/or labor to remedy the situation. In the event such radio frequency noise is present in Customer environment, Customer is responsible for making necessary environmental changes, adjustments to offending equipment, and/or repairs to sources of radio frequency interference. If additional work cannot be completed within the original timeframe, additional trip charges or reschedule fees may apply.
- 4.6. Installation support, if not included in Proposal, is available at Seller's current labor rate plus transportation charges.
- 4.7. Additional Customer responsibilities are included in the Customer Installation Responsibilities which is incorporated into these Terms & Conditions. Refer to the Customer Installation Responsibilities document for details.

## **5. System and Software Terms**

- 5.1. For system/server based Product, Seller specifically disclaims any liability to Customer, guests, residents, patients and third parties for any claims arising out of the following actions or inactions of Customer, Customer's Agents, consultants, and/or third parties hired by Customer: (a) Failure to make necessary repairs to any sources of radio frequency interference or noise that prevent the Product from operating properly; (b) Neglect, including failure to act on system alarms and events, and misconduct; (c) Wrongful or reckless use of the Product; (d) Network or computer configurations; (e) System support or the availability of the required network; (f) Viruses or malware from Customer's network or computers or third party software not supplied by Seller; and (g) Problems or failures due to software patches or third party software not supplied by Seller. Customer specifically waives any claim for liability against Seller for the actions or inactions described in this paragraph. Customer agrees to indemnify and hold Seller harmless from liability to Customer, guests, residents, patients and third parties for any claims arising out of the actions or inactions described in this paragraph. These indemnity obligations include but are not limited to the payment of all costs, including attorney's fees, relating to any such claim.
- 5.2. The Software End User License Agreement(s) (EULA) provided with Software include details on certain Customer entitlements and Customer responsibilities associated with purchase and use of Seller's software. Refer to the Software End User License Agreement for details.

## **6. Scheduling, Shipment, Financial and Payment Terms**

- 6.1. Seller will schedule project after receipt of signed Proposal, written purchase order (if required by Customer); and after credit approval and down payment requirements are met. If Proposal includes installation supplied by Seller, shipment will be coordinated with the Seller's installation schedule, as applicable. Customer requests for expedited installation (within 5 business days of Proposal signature) will be billed an expedite fee.
- 6.2. Seller provides all shipments F.O.B. Brookfield, Wisconsin. All freight charges are borne by Customer and will be billed on invoice(s).
- 6.3. Upon receipt of the order shipment, Customer must inspect all cartons to verify the accuracy and condition of the shipment. Any discrepancies must be brought to Seller's attention within five (5) working days of order receipt. Customer must report missing or damaged packages to the carrier. Note that Product may be shipped in multiple shipments and from more than one location, affecting the arrival date of the complete shipment.
- 6.4. Customer is responsible for proper storage and handling of shipment after receipt. Any damage incurred past order receipt and acceptance is Customer's sole responsibility. Parts unable to be installed due to damage must be replaced at additional cost to Customer.
- 6.5. Payment Terms are Net Thirty (30) days from invoice date. Invoices are generated upon product shipment or performance of service. Finance Charges of 1.5% per month (18% annually) will be charged on all past due balances, in addition to any costs of collection, including attorney's fees. Seller reserves the right to review Customer credit history and set other additional terms of sale. Customer acknowledges that the Finance Charges



specified in this Proposal do not violate any applicable usury or other applicable state statutes regulating the interest rate, fees and other charges that may be collected with respect to the Payment Terms of this Proposal. This Proposal is entered into between corporations, limited liability companies or other business entities and does not pertain to a consumer loan. The parties intend a court to uphold and enforce the Payment Terms and Finance Charges specified in this Proposal so as to effect the original intent of the parties.

- 6.6. A down payment of 1/3 the total project cost may be required. If a down payment is required no scheduling, shipment or work will be performed until payment is received. Down payments will be credited to the customer account and project. The down payment amount will be visibly credited on subsequent project invoices.
- 6.7. Customer is responsible for all applicable sales, transfer, excise, and/or use taxes. Seller may collect such taxes as required unless the Customer provides a valid sales tax exemption certificate.

## **7. Termination**

- 7.1. Each party may terminate this Agreement upon thirty (30) days written notice to the other party.
- 7.2. In the event Customer cancels this Agreement prior to completion, Customer will be responsible for all shipping, material and labor costs incurred prior to cancellation. Seller may, at its sole discretion, credit Customer's account for unused equipment minus return shipping costs and restocking fees.
- 7.3. Return or exchange of product may be subject to a twenty-five percent (25%) restocking fee. All returns require Seller's prior Return Material Authorization (RMA). The return shipment must clearly indicate the RMA number.
- 7.4. In the event of breach of any of these Terms and Conditions by either party and the failure of the breaching party to correct such breach within ten (10) business days after receipt of written notice of the breach by the breaching party, the other party may terminate this Agreement immediately with notice to the breaching party.
- 7.5. If either party ceases operation, becomes insolvent, fails to pay its bills as due or makes an assignment for the benefit of its creditors or is the subject of a bankruptcy, insolvency or receivership proceeding, the other party may terminate upon notice of termination.
- 7.6. Upon termination, any amounts owed Seller hereunder will be immediately due and payable.
- 7.7. Upon termination, Seller will not be liable to Customer for any profits, future profits, exemplary, special or consequential damages.

## **8. Confidential Information**

- 8.1. Confidential Information of each Party shall include the terms and conditions of this Agreement and all Ordering Documents, as well as business and marketing plans, research, development, services, customers, customer lists, designs, drawings, technology and technical information, products, product plans, software, developments, inventions, processes, formulas, finances, and business processes of such Party.
- 8.2. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information. Furthermore, the Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of any such disclosure (to the extent not legally prohibited) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- 8.3. **Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event less than reasonable care) not to disclose any Confidential Information of the Disclosing Party or use it for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, Contractors and agents who need such access for purposes consistent with this Agreement, who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein, and for whom the Receiving Party remains fully liable.



- 8.4. **Injunctive Relief.** Each Party acknowledges that the extent of damages in the event of any threatened or actual breach of this Section 6 would be difficult or impossible to ascertain and that there would be available no adequate remedy at law in the event of any such breach. Each Party therefore agrees that, in the event it breaches this Section 6, the other Party will be entitled to specific performance and injunctive or other equitable relief, in addition to any other relief to which it may be entitled at law or in equity. Any such relief shall be in addition to and not in lieu of any relief in the form of monetary damages.
- 8.5. Upon termination of this Agreement, Receiving Party shall return to Disclosing Party within ten (10) business days of Termination all Confidential Information Disclosing Party provided to Receiving Party.

## **9. Ownership of Intellectual Property**

- 9.1. Seller shall retain all Intellectual Property rights, including without limitation all worldwide right, title and interest, related goodwill and confidential and proprietary information in and to the Products and Documentation and any modifications and any derivative work based on or including any parts of the Products and Documentation.

## **10. Notices**

- 10.1. Any notice required or permitted under this Agreement shall be in writing and shall be delivered: (a) by personal delivery; or (b) by a recognized overnight courier, such as UPS or Fed Ex.

## **11. Governing Law and Dispute Resolution**

- 11.1. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to that jurisdiction's conflicts of laws or choice of law rules, and each Party agrees to submit to the exclusive jurisdiction of the State Courts and Federal Courts located in the State of Wisconsin.
- 11.2. Any dispute, controversy or claim arising out of or relating to this Agreement shall be resolved by arbitration. The arbitration will be conducted by a single arbitrator selected by the parties. In the event the Parties cannot agree on a single arbitrator, a three-person arbitration panel will be used with each party selecting one arbitrator and the two arbitrators selecting a third. The arbitration will be conducted in English in accordance with the Commercial Arbitration Rules of the American Arbitration Association without regard to the amount in dispute. The decision of the arbitrator(s) shall be binding and enforceable in any State or Federal Court in Wisconsin and each party consents to the personal jurisdiction of any State or Federal Court in Wisconsin. The expenses of the arbitration (excluding each parties own attorneys' fees, costs and expenses) shall be paid in equal shares, but the total of such expenses plus any award of attorneys' fees, costs and expenses shall be paid as the arbitrator(s) determines. Nothing in this section precludes Seller from seeking provisional or equitable relief in the State or Federal Courts of Wisconsin.

## **12. Attorney's Fees**

- 12.1. If any legal action or proceeding is brought for the enforcement of these Terms and Conditions or arises from an alleged breach, dispute, default or misrepresentation in connection with any of the provisions of these Terms and Conditions, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred as a result of such legal action or proceeding.

## **13. Miscellaneous**

- 13.1. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement, and the Parties acknowledge that this Agreement is intended solely for the benefit of the Parties, their successors and permitted assigns, and nothing herein, whether express or implied, shall infer upon any person or entity, other than the Parties, their permitted successors and assigns, any legal or equitable rights whatsoever to enforce any provision of this Agreement
- 13.2. **Force Majeure.** Seller shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of Seller (each a "Force



Majeure Event"). Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

- 13.3. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the maximum extent necessary that this Agreement will remain enforceable and in full force and effect.
- 13.4. **Entire Agreement.** These Terms and Conditions along with the associated and referenced documents constitute the entire Agreement between the parties. No modification of this Agreement will be effective unless in writing and signed by the party against whom enforcement is sought.
- 13.5. **No Waiver of These Terms.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 13.6. **Survival.** Sections 3.1, 5.2, 5.3, 5.6, 5.7, 6.7, 9, 10 and 11 of these Terms and Conditions shall survive any termination of these Terms and Conditions.