TERMS AND CONDITIONS OF SALE

PAKSENSE, INC., a wholly-owned subsidiary of Emerson Electric Co. ("PAKSENSE") and Customer (defined above) agree as follows:

1. PURCHASE OF PRODUCTS. PAKSENSE agrees to sell and invoice the Customer for certain hardware and/or software listed on page 1 of this Agreement ("Products"). The price of the Products is listed on page 1 and PAKSENSE reserves the right, by giving notice to Customer at any time before delivery, to increase the price of the Products to reflect any unexpected cost increase to PAKSENSE. The price is exclusive of any applicable value added tax, which Customer shall be additionally liable to pay. Customer’s acceptance of the Products and/or execution of this Agreement will manifest Customer’s assent to these terms and conditions without variation or addition. Any different or additional terms in Customer’s purchase order or other Customer documentation are hereby rejected, unless agreed to in writing by PAKSENSE.

2. SERVICES. PAKSENSE grants Customer a nonexclusive and nontransferable license to use any online, cloud-based, or web-based platform and services and any associated electronic correspondence, reporting, database, management, mobile applications or offline components purchased in connection with the Products under this Agreement and provided by PAKSENSE ("Services"). Any proprietary rights associated with the Services shall and will remain the property of PAKSENSE. Customer may not alter, modify, or reverse engineer (including for the purpose of reverse engineering, disassemble, decompile, determine the source code or protocols, or trace the execution of) the Services or Products. Customer understands that the Products may utilize wireless networks such as, but not limited to, 4G LTE, CDMA, GSM ("Wireless Networks") and that actual signal availability may depend on a combination of the Products, third party wireless network carriers and availability of and actions of roaming partners, and that factors outside of PAKSENSE’s control, such as weather, buildings, topography, usage, or malfunction of Wireless Network Providers may limit or interrupt the Services. As such, PAKSENSE will not be liable to Customer or any third parties for interruption or limitation of Services based on issues with Wireless Networks.

3. CONFIDENTIALITY. Each party agrees to keep confidential and to use only for purposes of performing (or as otherwise permitted under) this Agreement, all proprietary or confidential information of the other party disclosed pursuant to this Agreement which is marked as confidential or which would reasonably be considered as a confidential nature, including the terms of this Agreement. The obligation of confidentiality shall not apply to information which is publicly available through authorized disclosure, was independently developed by the receiving party, is known by the receiving party at the time of disclosure as evidenced in writing, is rightfully obtained from a third party who has the right to disclose it, or which is required by law, government order or request to be disclosed. Upon any termination of this Agreement, each party shall return to the other party all confidential information of the other party, and all copies thereof, the possession, custody or control of the party.

4. SHIPPING. While PAKSENSE will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by PAKSENSE, all shipping dates are approximate and not guaranteed. All shipments of goods will be delivered F.O.B. point of shipment and title and liability for loss or damage thereto shall pass to Customer upon PAKSENSE’s delivery of the goods to a carrier for shipment to Customer, and any loss or damage therefrom shall not relieve Customer from any obligation hereunder. Any claims for shortages or damages suffered in transit are the responsibility of Customer and shall be submitted by Customer directly to the carrier. Shortages or damages must be acknowledged and signed for at the time of delivery.

5. LIMITED WARRANTY. Subject to the limitations of Section 6, PAKSENSE warrants to the Customer and no other third party, that the Products manufactured by PAKSENSE will be free from defects in material and workmanship in accordance with the warranty period noted for each product on page 1. All Services are provided on an "AS IS" and "AS AVAILABLE" basis unless otherwise set forth in this Agreement. THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PAKSENSE WITH RESPECT TO THE PRODUCTS AND SERVICES AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO PAKSENSE IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT PAKSENSE’S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY PAKSENSE FOR CUSTOMER’S USE OR PURPOSE. If within 30 (thirty) days after Customer’s discovery of any warranty defects within the warranty period, Customer notifies PAKSENSE thereof in writing, PAKSENSE shall, at its option, repair, correct or replace FPB point of manufacture, or refund the purchase price for that portion of the Products found by PAKSENSE to be defective. Failure by Customer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Customer’s claim for such defects. Products repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or 90 (ninety) days from the date of shipment, whichever is longer. Customer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of the Products, either alone or in combination with other products.

6. LIMITATION OF REMEDY AND LIABILITY. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE. PAKSENSE SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL PAKSENSE’S LIABILITY TO CUSTOMER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT OR SERVICES PROVIDED BY PAKSENSE GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. CUSTOMER AGREES THAT IN NO EVENT SHALL PAKSENSE BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS). OR BE LIABLE TO ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer assumes full responsibility for the selection of the PAKSENSE Products used to achieve Customer’s intended purpose and proper installation and use of the Products. PAKSENSE’s Products are to be used in their recommended applications and all warning labels adhered to the Products by PAKSENSE are to be left intact. It is expressly understood that any technical advice furnished by PAKSENSE before or after delivery in regard to the use or application of the Products and Services is furnished without charge, and PAKSENSE assumes no obligation or liability for the advice given or results obtained, all advice being given and accepted at Customer’s discretion.

7. PATENTS. Subject to the limitations in Section 6, PAKSENSE warrants that the Products sold, except those Products made specifically for Customer in accordance with Customer’s drawings or specifications or otherwise at Customer’s direction, do not infringe any valid U.S. patent or copyright, as the case may be, in existence as of the date of shipment. This warranty is given upon the condition that Customer promptly notify PAKSENSE of any claim or suit involving Customer in which such infringement is alleged, and that Customer cooperate fully with PAKSENSE and permit PAKSENSE to control completely the defense, settlement or compromise of any such allegation of infringement. PAKSENSE’s warranty as to use patents only applies to infringements arising solely out of the inherent operation, according to PAKSENSE’s specifications and instructions, of such Products. Customer agrees to indemnify and save PAKSENSE harmless from all expenses and damages resulting from any claim, suit or proceeding for alleged infringement of any patent or copyright based in whole or in part upon the manufacture, sale or use of any Products or any part thereof, in combination or assembly with machinery or apparatus not furnished under this Agreement.

8. DATA OWNERSHIP. PAKSENSE owns all Output (defined below) generated by the Services. Subject to the terms and conditions of this Agreement, PAKSENSE hereby grants Customer a worldwide, nonexclusive, nontransferable, perpetual, royalty-free license to use the Output. For purposes of this Agreement, "Output" means all electronic data or information generated through Customer’s use of Products and Services under this Agreement. Customer shall own all rights, title, and interest in all electronic data or information submitted by Customer in connection with Customer’s use of the Services and/or Products ("Customer Data"). PAKSENSE does not make any representation or warranty regarding the ownership of Customer Data, or the respective rights and obligations with respect to Customer Data, as between Customer and any third-party.

9. EXCUSE OF PERFORMANCE. PAKSENSE shall not be liable for any nonperformance or any default or delay in performance if caused, directly or indirectly, by acts of God, acts of Customer, weather, fire, flood, weather, sabotage, riot, civil commotion, strikes, lockouts, shortages of labor, shortages of materials, equipment or parts from regular sources, action, request or regulation of by or any government or governmental authority, or any other happening or contingency beyond PAKSENSE’s reasonable control, or without PAKSENSE’s fault, whether similar or dissimilar to the foregoing.

10. EXPORT/IMPORT. Customer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which PAKSENSE and Customer are established or from which Products and Services may be supplied, will apply to their receipt and use.

11. SURVIVAL. Sections 2, 3, 5, 6, 7 and 8 shall survive the termination or expiration of this Agreement.

12. GENERAL PROVISIONS. This Agreement and all related agreements are subject to and shall be interpreted and resolved under the laws of the state of Idaho, USA, without regard to any conflict of laws, and Customer hereby consents and submits to the jurisdiction of the Idaho State Courts. Sale of Network Providers of Goods shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all proposals, oral or written, all previous negotiations and all previous communications between the parties with respect hereto. No amendment to or modification of, or rescission, termination or discharge of, this Agreement is effective unless it is in writing and signed by an authorized representative of each party. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions shall in no way be affected or impaired thereby. Customer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of PAKSENSE, and any such assignment, without such consent, shall be void.

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