



Independent Service Center

Bolide Technology Group- SecurityNet, S.A. de C.V.

Agreement & Policy

Effective June 30, 2010

Table of Contents

Service Center Agreement & Policy

AGREEMENT & POLICY TOPICS	PAGE
OVERVIEW	2
AUTHORIZATIONS	2
PRODUCTS	3
WARRANTY STATEMENTS	3
SERVICE WARRANTY	5
WARRANTY REGISTRATIONS	5
WARRANTY REFERRALS	5
WARRANTY CLAIMS	6
SERVICE RESOURCES	9
SUBSTITUTIONS	10
INVENTORY POLICY	10
SERVICE CHARGES	11
QUALIFICATION STANDARDS	12
BOLIDE OBLIGATIONS	15
SERVICE CENTER PERFORMANCE AND OBLIGATIONS	16
LAWFUL COMPLIANCE	17
RELATIONSHIP CREATED	19
INDEMNITY	19
FORCE MAJEURE	20
SERVICE READINESS AND PROFICIENCIES	20
SERVICE EXCLUSIONS	22
NON - DISCLOSURE	22
INTELLECTUAL PROPERTY RIGHTS	23
TERMINATION	24
RIGHTS UNDER TERMINATION	24
ADJUSTMENT AND ADJUDICATION OF DISPUTES	25
CONSTRUCTION OF AGREEMENT	25
CUMULATIVE RREMEDIES	25
ENTIRE AGREEMENT	26
COUNTERP27	27

1 . Overview

Bolide seeks to retain qualified service organizations to support its products on a worldwide basis. Bolide will set the standards, which this organization must fulfill and will provide them with service resources. Bolide will also sell the independent service center replacement parts, provide a local stock to meet equipment replacement guarantees, and it will cover shipping costs of such equipment. This will enable this company to become authorized service center and provide warranty, out of warranty, replacement parts warranty and equipment replacement warranty to end-users and installers of Bolide products.

2 . Authorizations

a. Out of Warranty, Replacement Parts Warranty and Equipment Replacement Warranty.

By this agreement and policy, independent service center become authorized to perform warranty, out of warranty, replacement parts warranty and equipment replacement warranty on Bolide's behalf. Bolide shall in turn accept and compensate Bolide independent service center via claims for service and repairs provided at a labor rate as stated within this agreement. In addition to services provided, Bolide shall reimburse independent service center for materials, and one-way shipping.

b. Product Service.

By this agreement and policy, independent service center become authorized to rework, modify, convert, customize or update and upgrade warranty products on Bolide's behalf only when explicitly authorized in writing or by verbal agreement from Bolide Product Support.

c. Technical Support and Advice

By this agreement and policy, independent service center become authorized to provide technical assistance to Bolide customers with respect to product specifications, functions and usage only when explicitly authorized in writing by agreement from Bolide Product Support. This service will be reimbursed to the independent service center. Bolide will cover all expenses that are incurred.

d. Field Service

Independent Service Center become authorized to visit installation sites or customer locations to perform service or repairs on Bolide equipment, only when explicitly authorized in writing or by vBolide Product Support, this service will be reimbursed to the independent service center. Bolide will cover all expenses that are incurred. To the extent Bolide product technologies are serviced for faults, defects, or as specified by separate arrangements from Bolide management, independent service center may pick-up, drop-off, or complete on-site unit service.

Independent service center is authorized to establish separate offices outside the primary location as indicated from a service center's original application. Separately located independent service center facilities must individually apply and qualify as a Bolide service center by this agreement.

Independent service center is authorized to conduct or carry out project installations or project consultations on Bolide's behalf when authorized in writing by Bolide. By this agreement, independent service center is recognized as licensed installers or system integrators. The independent service center may happen to be a licensed contractor, installer or system integrator.

a . Independent Service Center

Independent service center accepts publication and notice of its business within Bolide distribution, within the markets it service and to the public in general.

3. Products

The product of Bolide to be supported by an independent service center is electronic security, video surveillance, , data transmission equipment, voice and video and electronic security equipment as described in Bolide's Product Specification Catalog or subassemblies and replacement components thereof, and as amended from time to time, in addition to any and all new or additional products developed for such applications offered for sale by Bolide after the date thereof and during the term of this agreement. Listed products and additional products shall be referred to herein collectively under agreement of both parties as the "Products".

4. Warranty Statements

a. International & U.S. Domestic Warranty (Effective 01 June, 2010)

Warranty

Bolide will repair or replace, without charge, any merchandise proved defective in material or workmanship for a period of one year after the date of shipment. Exceptions to this warranty are as noted below:

1. Three years on PTZ's / Speed Domes.
2. Three years on Digital Video Recorders (DVR's) and NVR's. One year on SVR9000 Series.
3. One year on PTZs / Speed Domes – Joystick Controllers.
4. Three years on Professional Box Cameras.
5. One year on Mini Domes.
6. Tree years on Bullet Cameras.
7. One year on CRT and LCD Monitors.
8. One year on Housings, Brackets, Balluns, Cable, Power Supplies and other Accessories.
9. Two years on Lenses (Does not include lenses already integrated with the camera)
10. Three years on Mega Pixel cameras

Select Goods are factory-inspected products that have been previously used for demonstration and/or trade shows. Select Goods carry the same warranty as noted above.

Bolide will warrant all replacement part and repairs for 90 days from the date of Bolide shipment. All goods requiring warranty repair shall be sent freight prepaid to an authorized Bolide Independent Service Center. Repairs or replacement equipment made necessary by reason of misuse, alteration, normal wear, or accident are not covered under this warranty.

Bolide assumes no risk and shall be subject to no liability for damages or loss resulting from the specific use or application made of the Products. Bolide's liability for any claim, whether based on breach of contract, negligence, infringement of any rights of any party or product liability, relating to the Products shall not exceed the price paid by the Dealer/Distributor to Bolide for such Products. In no event will Bolide be liable for any special, incidental or consequential damages (including loss of use, loss of profit and claims of third parties) however caused, whether by the negligence of Bolide or otherwise.

The above warranty provides the Dealer/Distributor with specific legal rights. The Dealer/Distributor may also have additional rights, which are subject to variation from country to country.

Is necessary to give a copy of proof of purchase that indicates model and serial number should be identified to verify that a unit is within its warranty period. If a valid proof of purchase cannot be provided, the in-warranty period begins at the Product's ship date from Bolide.

Non-Warranty

Bolide will make available for a period of three (3) years after date of the original shipment spare parts and any non-warranty repair service or a product of closest equivalent specifications as needed for purchase for non-warranty and/or obsolete product purposes.

Bolide will warranty all replacement parts for ninety (90) days from the date of shipment. All goods for warranty work shall be sent freight prepaid to the Independent Service Center's facility. Method of return shipment shall be the same as the method by which the repair item is received by the Independent Service Center. Bolide and the Independent Service Center are not liable for any incidental or consequential expenses or liability incurred by the customer as a result of field repair, installation, or any other reason.

This warranty does not apply to:

- ii. Parts which in the judgment of Bolide are not defective.
- iii. Products which may have been tampered with, altered or repaired outside Bolide's premises.
- iv. Products showing abuse or damage as a result of war, acts of God, or any other cause or a like or different character beyond the control of Bolide.
- v. Products operationally controlled or electrically integrated with equipment supplied by other manufacturers without Bolide's prior written consent, or from use of equipment in conjunction with incompatible equipment will not be covered by the warranty.
- vi. Any damage caused by accidents in transit or elsewhere.
- vii. Any damage caused by failure to provide proper packing.
- viii. Any damage caused by failure to observe instructions for installation, operation and maintenance as contained in the instruction manual furnished with goods supplied.

Bolide will keep the Independent Service Center informed of Bolide's warranty or warranties applicable to the Products as in effect from time to time, and Bolide will extend the appropriate warranty to any dealer who purchases Products from the Independent Service Center (the "Limited Warranty")

BOLIDE MAKES NO WARRANTIES OR REPRESENTATIONS AS TO PERFORMANCE OF PRODUCTS OR AS TO SERVICE TO THE AUTHORIZED SERVICE CENTER EXCEPT AS SET FORTH IN BOLIDE'S LIMITED WARRANTY ACCOMPANYING THE PRODUCTS. BOLIDE RESERVES THE RIGHT TO CHANGE THE WARRANTY AND SERVICE POLICY SET FORTH IN SUCH LIMITED WARRANTY, OR OTHERWISE, AT ANY TIME WITHOUT FURTHER NOTICE AND WITHOUT LIABILITY TO THE INDEPENDENT SERVICE CENTER OR TO ANY OTHER PERSON BY REASONS OF SUCH CHANGE. THE LIMITED WARRANTY ACCOMPANYING PRODUCTS IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF BOLIDE, IF ANY, FOR DAMAGES RELATING TO ALLEGEDLY DEFECTIVE PRODUCTS SHALL UNDER ANY LEGAL OR EQUITABLE THEORY, BE LIMITED TO THE ACTUAL PRICED PAID BY THE END-USER FOR SUCH PRODUCTS AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY INTERRUPTION OR LOSS OF SERVICE.

No one is authorized to assume any liability on behalf of Bolide or impose any obligations on it in connection with the sale of any equipment other than as outlined above.

The above warranty is in lieu of any other expressed or implied warranty, condition, or guarantee by Bolide of the equipment-listed here-in. Bolide makes no warranties except for intended use and will not be liable for any loss, damage, or cost, whether consequential or incidental, arising from interrupted operation or other causes, or any costs or liabilities incurred by the Purchaser including costs or repairs undertaken by the Purchaser or liability to third parties, or from the use of said merchandise.

5. Service Warranty

The independent service center shall provide to Bolide customers a service warranty of no less than 90 days upon completion of a repair. This warranty shall be overridden or superseded only by local or regional regulations where specifically required and not at the discretion of the independent service center or outside parties.

A service warranty shall provide for coverage for service center workmanship and defective materials pertaining to prior repairs and not toward new areas of defects, faults, or product performance concerns. Bolide shall honor service claims of repairs up to two (2) separate attempts. Thereafter, Bolide Products Support must be contacted for instructions or remedies.

6. Warranty Registrations

Bolide does not collect warranty registration data pertaining to customer warranties or transfers of ownership. This practice is subject to future introduction, but until then customers may be required to provide proof of purchase of unit in service in order to obtain free of charge (FOC) warranty repairs. As indicated by date code within the serial number of a unit, a repair may qualify for FOC service if it was manufactured within an applicable warranty period as shown in sections 4 (a) .

7. Warranty Referrals

The Independent Service Center is recognized by Bolide and authorized to perform warranty repairs, out of warranty, replacement parts warranty and replacement equipment warranty.

If the independent service center is not recognized as an independent service center for repair warranties, no warranties and replacement parts of Bolide, will be recognized independent service center for repairs authorized in the name of Bolide. The independent service center will accept a service and repair requested as it originates throughout the world. Regardless of sales territory privileges or competing interest among accounts, the independent service center is an independent and unattached business entity whose focus is to deliver service to Bolide customers as a whole. The independent service center may appear on Bolide website, advertisements, or printed publications for wide or narrow distribution.

8. Warranty Claims

Bolide accepts warranty claims from its independent service center to issue payment for warranty repairs, replacement parts warranty and equipment replacement warranty, rendered to customers. Warranty Claims are collected from independent service centers and validated against the condition and unit status associated with a RMA, replacement parts and equipment replacement. Technical Bolide personnel are responsible for validation.

Bolide reimburses independent service center for warranty repair, replacement parts warranty and equipment replacement warranty that involves labor, materials, and one-way return shipping. The reimbursement policy is aligned with Bolide's limited warranty statement and RMA policy as given in this document. Warranty claims from Bolide independent service center are due for payment submittal within 45 days upon completion of repairs.

a. Labor Reimbursement

Bolide's rate schedule for warranty repair, replacement parts warranty and equipment replacement warranty reimbursement is as follows:

i. Component Level Repairs (CL Warranty):

See rate schedule on the following page. 1-hour cap without an extended labor authorization. If an extended labor authorization is required, contact your regional Bolide office.

ii. Circuit Board Assembly Replacement (CBA Warranty):

See rate schedule on the following page.

Bulk rework that may occur in the future and pertain to inventory updates or volume-oriented repairs due to recalls, voluntary or otherwise, is reimbursed at a discounted rate. This rate is negotiated on a case-by-case basis.

iii. Non-warranty Repair Registration:

See rate schedule on the following page.

iv. Full Unit Replacement:

See rate schedule on the following page.

v. No Fault Found Test and Inspection:

See rate schedule on the following page.

Reimbursements shall be made via check issued in US Dollars or deposit to an account Independent Service Center as determined by Bolide's sole discretion. If a credit is requested, a credit memo will be provided. A credit memo can be used against any outstanding Bolide invoice, as determined at Bolide's sole discretion.

MODEL / LINE	Component Level (/hr)	Assembly Level(/hr)	Full Unit Replacement	**Non warranty Repairs	Materials, Warehouse/ Logistics
<u>Camera Equipment</u>					\$150.00 USD monthly
PTZ Camera	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$40.00 USD**	
Dome Camera	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
Box Cameras	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
Bullet Cameras	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
Board Cameras	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
CCD Cameras	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
Covert Cameras	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
All Others	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
<u>Digital Video Recorders</u>					
PC Based DVR	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$40.00 USD**	
Standalone DVR	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$40.00 USD**	
Standalone NVR	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$40.00 USD**	
All Others	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$40.00 USD**	
<u>Digital Network Systems</u>					
Network Video Server	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
iPAC Cameras	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
<u>Accessories</u>					
UTP Transceivers	\$20.00 USD	\$15.00 USD	\$1.00 USD	\$20.00 USD**	
CCTV lens	\$20.00 USD	\$15.00 USD	\$1.00 USD	\$20.00 USD**	
UTP Receivers	\$20.00 USD	\$15.00 USD	\$1.00 USD	\$20.00 USD**	
UTP Transmitters	\$20.00 USD	\$15.00 USD	\$1.00 USD	\$20.00 USD**	
<u>Controllers/Keyboards</u>					
Keyboard Controller	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
All Others	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
<u>CCTV Systems Accessories</u>					
16 Channel Coaxial Convert	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
1 Channel Coaxial Convert	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
RS485 Bus Distributor	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
All Others	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
<u>Matrix Switchers</u>					
DR Series	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
Small Matrix System	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
Large Matrix Systems	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00** USD	
All Others	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	
<u>Monitors</u>					
Video Wall	\$20.00 USD	\$15.00 USD	\$4.50 USD	***	
LCD Series	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$40.00 USD**	
All Others	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$40.00 USD**	
<u>All Others</u>					
Unlisted above	\$20.00 USD	\$15.00 USD	\$4.50 USD	\$20.00 USD**	

**Bolide does not reimburse for Out of Warranty repairs. Figures shown are suggested reimbursements that the customer should pay the independent service center.

***Based on quotation by independent service center

These published base-rate estimates subject to revision as per prevailing market conditions.

b. Materials

Bolide Independent service center purchase discounted replacement parts for both warranty and non warranty purposes. Warranty parts purchases are reimbursed to service centers at Bolide price, including import and freight costs. Moreover, an independent Bolide service center purchases replacement parts on an open account (or cash account) and that purchase carries as an open balance under an established credit limit. That purchase balance becomes payable when due, or as a pending credit against a warranty claim subsequently submitted to Bolide.

c. Shipping

An independent service center is entitled to shipping reimbursements to return products to customers. This includes one-way surface (ground) freight shipments to customers upon completion of repairs. This include duties, VAT, or tariff charges associated with international or intercontinental shipments that might occur. From time to time Bolide may request shipping records to validate charges submitted upon warranty claims to validate reimbursements. Reimbursements for shipping charges are issued by default as account credit.

Bolide does not reimburse for shipping insurance, nor does it reimburse inbound or outbound out-of-country airfreight charges associated with warranty or non warranty repairs. If exceptions might be considered, as request stating the circumstances must be provided in writing to a Bolide warranty claims administrator for review and approval. Otherwise, a customer or the Authorized Service Center would be responsible for the difference between airfreight and surface freight charges.

9. Service Resources

a. Technical Assistance

Technical support personnel at Bolide Worldwide Headquarters are available from the hours of 8:30am to 5:30pm Pacific Standard Time (GMT-8). These hours are subject to future revision. Service Center personnel in need of technical assistance involving service orders, service logistics, repair and troubleshooting can contact Bolide Headquarters during those hours via any of the following methods:

Email: Oscar@Bolideco.com; alejandro@bolideco.com; angie@bolideco.com; mbynum@bolideco.com

Telephone: (909)305-8889

Skype: [asalinas479](https://www.skype.com/user/asalinas479) or [bolide_tech](https://www.skype.com/user/bolide_tech)

Web: www.bolideco.com

b. Replacement Parts and Assemblies

Bolide provides to service centers a parts listing that references part numbers associated with replacement part for warranty and post-warranty purposes. This listing contains prices for Bolide independent service center and as such remains confidential.

Prices and availability of replacement parts for both discontinued and current production models are subject to change without notice or obligation.

Service Center that wish to purchase service parts from Bolide or unit repairs may do so by specifying quantities, part numbers and descriptions to ensure the most expedient and successful order deliveries. Bolide requires purchase orders for both warranty and non warranty replacement parts orders.

Bolide reserves the right to refuse acceptance of service orders (or individual line items thereof) where there are regulatory restrictions, stock shortages, or conflicts of interest. Bolide can and does partial ship service orders at its discretion and to meet the needs of both service center and its customers.

Bolide relies upon Original Equipment Manufacture (OEM) companies to produce certain models to meet the demands of the worldwide market place. Lead times associated with parts related to OEM originated production models can be longer than equipment manufactured at the Bolide factory.

c. Service Documentation

Bolide consistently strives to provide the right technical information to service centers for the right purpose at the right time. Bolide does not broadcast to service professional's technical manuals that contain proprietary information.

Independent Service center is not authorized to copy, redistribute or transmit technical service content produced by Bolide unless otherwise explicitly authorized in writing by Bolide management. If unauthorized use of service or product content from the independent service center is found by Bolide, that will likely lead to the termination of the service center account involved.

d. Service Training and Certifications

Bolide independent service center can obtain informal product orientation and training from the Bolide factory. Please contact Bolide Product Support for arrangements about how to obtain factory certification and training.

Training opportunities are usually targeted toward specific product categories. Training workshops are geared toward both topical and in-depth service engineers responsible for component level service and repairs to include test, inspection, fault analysis and restorative repairs.

10. Substitutions

a. Electronic Components and Materials

Bolide encourages independent service center to source locally common off-the-shelf electronic components that are exact substitutes. For example, passive components such as resistors of the same composition, value, tolerance and rating can be obtained from a third-party supplier. However, there are some replacement components that should originate only from Bolide. These components are typically identified as programmable logic, memory, or microcontroller devices, fabricated hardware, prescreened semiconductors, and sensitive parts involved in updates or upgrades as specified by Bolide.

While Bolide does not maintain a comprehensive or published parts substitution listing, if there should be a doubt or question as to what can be locally substituted, contact a Bolide service center account specialist for assistance.

b. Third Parties

Electronic components and assemblies sourced from Bolide are for the service of Bolide manufactured products only. However, it is recognized that replacement parts purchased from Bolide can get intermingled with general parts stock designated to different manufacturers. This can lead to uncertainty about the origin or some materials, but then Independent Service Center is expected to identify where certain parts come from when and if asked by Bolide for regulatory purposes.

Mixing parts among on others is an acceptable practice only where materials in question are common “off-the-shelf” parts, and there are no shortages that delay product repairs from Bolide customers. An unacceptable practice would be to rely upon Bolide supplied parts to service competitive products where Bolide customers are at risk to delayed repairs.

Where Bolide unique parts are suitable for use among Bolide products only, service center is expected to keep those materials separate, partitioned, or identified.

11. Inventory Policy

Bolide independent service center is expected to carry a modest stock of common parts for repairs in the event short-notice service should be necessary. While it is not possible to anticipate every type of service matter that could arise, it is possible to prepare for service incidents related to prior product failure history. It is for this reason that Bolide provides and offers independent service center a service center listing to represent a minimum of what a service center should have on hand at all times.

Independent Service Center should have replenishment methods and a stocking system to minimize the likelihood of parts shortages to complete repairs in a timely manner. As a matter of policy, Bolide does not accept on-stocking service center representation.

Independent Service Center shall maintain sufficient storage facilities to keep on hand a modest level of service parts to service Bolide products and systems on short notice.

12. Service Charges

A Bolide independent service center is not permitted to charge customers for warranty repairs. Warranty repairs, to include labor time, materials, and shipping are charged to Bolide at a prearranged rate as stated in this agreement. However, other types of services unrelated to warranty handling can be charged and includes the following few examples:

a. Expedites

If your company offers a “same-day rush service” to customers for a small nominal fee, that is a charge outside warranty repairs performed on Bolide’s behalf.

Customers are responsible for expedite fees. If such a service exists at your facility, you must notify Bolide customers of such a service and the applicable charges before services begin. Without disclosures of service expedite charges in advance, the independent service center becomes responsible for such charges, or costs.

b. Service Warranties

A Bolide independent service center is not permitted to sell a service warranty upon completion of warranty repairs covered by Bolide. As regionally mandated, a customer’s service warranty must be honored. If an independent service center wishes to extend this service warranty beyond the regionally mandated minimum, the service center becomes solely liable and responsible for such a commitment.

c. Upgrades

Independent Service Center is not authorized to charge for modified or customized Bolide equipment as part of a warranty service matter. However, if a Bolide recognized and approved performance enhancement or modification is of interest to a customer, service charges are acceptable provided the Independent Service Center and the customer mutually agrees upon those charges in advance.

d. Estimates

Whenever necessary, it is the responsibility of an independent service center to provide a quote for non warranty repair charges and such estimates must not be deemed greater than 40% of the estimated cost of repairs. Estimates must be valid no less than 60 days. Approved estimates must thereafter be rolled into the total cost of repairs. As customers decline estimates, units may be returned to include estimate, shipping, handling and insurance charges. As customers may decline estimates, a respective service center must properly dispose of unit(s) with applicable estimate and disposal charges. Independent service center is not authorized to retain ownership of abandoned units or pieces thereof otherwise serviced or previously estimated for repair charges.

A Customer-approved estimate must originate from a customer that retains ownership of the unit.

e. Abandoned Units

An independent service center is obligated to make a good faith effort to try and contact a customer to return a unit serviced, or estimated for repairs. As contact attempts are made and there is no response from a customer for a period of 90 days or more, the independent service center must notify the Bolide customer via registered parcel post (or an equivalent) of an intent to scrap or return a unit with applicable charges. The independent service center must obtain a signature acknowledgement from the customer about what will occur with an abandoned unit. The discretion of whether or not to return a unit with charges or to dispose of a unit in service rests primarily with a Bolide customer. If a Bolide customer is unreachable after a period, the independent service center must contact a Bolide Service Center Account Specialist with the details and is then authorized to dispose or scrap a unit as required. Independent service center is not authorized to retain ownership of abandoned units or pieces thereof otherwise serviced or previously estimated for repair charges. Independent Service Center must maintain records to show multiple customer contact attempts.

f. Out of warranty Service

Independent Service Center is authorized to charge for service on a product out of Bolide warranty.

13. Qualification Standards

a. Facilities

A service center must maintain a consistent and reliable method of contact for service requests and deliveries. That is, a service center must maintain a physical business address.. Independent Bolide service centers are not authorized to conduct business from a post office box. An independent service center must at all times maintain an organized, clean and orderly work environment for its employees and its customers. An independent service center must at all times have a safety plan and practices in place for hazard and mishap prevention in its workplace, or its surrounding businesses.

Independent service center shall at all times maintain proper fire protection equipment and its personnel must abide by proper safe operating practices as a set forth by the service center's management or ownership.

Unless otherwise provided for by insurance or at the sole liability of an independent service center, customers or guests should not be permitted in the inventory or service work center areas of Bolide products in service. Service centers should carry general liability business insurance.

An independent Bolide service center is required to maintain a neat and orderly reception area, service work center and stock area(s). Bolide and its customers must consistently perceive that any independent service center maintains well stowed and marked service stockroom materials. This includes clean and swept floors, clean and dust free windows, and floor space free of clutter or scraps. In principle, a service center must project a professional image by the quality and appearance of its facilities to such an extent that a Bolide customer's confidence in the independent service center is maintained and reinforced.

Bolide independent service center is expected to keep a stock room of Bolide service parts and assemblies . Furthermore, customer returned goods for service must be staged in an organized fashion and must not be co-mingled with service materials for repairs or service. Inbound and outbound staging and storage areas for pending units for service or deliveries must be maintained at all times. Purchased Bolide service materials, or parts and assemblies, must be protected by its method of storage and handling. ESD sensitive components must be properly stowed and handled from the point of receipt through to the point of delivery to a Bolide customer.

An independent service center is expected to provide for proper, secured and legally compliant material storage and transportation.

Where required, an independent service center is expected to provide for proper waste management by collection, disposal or recycling. This is to include electronic assemblies containing lead or hazardous chemical substances. Bolide may require reporting or data to indicate methods and actual units of disposal.

An independent service center must have regularly arranged shipping carrier drop off and pick up services for both shipping and receiving functions typically associated with service businesses. Carrier providers recommended by Bolide are via local courier or carriers that offer tracking and proof of delivery services such as available from FedEx, UPS, DHL, Conexion Express, Multi-pack,

Independent service center shall maintain a storefront area and counter for customer drop-off and will call.

In a conspicuous area, and independent service center must state hours of operation and methods of telephone contact during normal business hours. Independent service center must post acceptable forms of payment for repairs, service rates, service warranty terms or any other regionally mandated requirements.

An independent service center must take reasonable measures to secure and protect Bolide customer's products pending service.

b. Personnel

Necessary to assure the ongoing quality of workmanship among Bolide repairs, rework, upgrades, customizations, modifications or updates, an independent service center must maintain service capabilities through the proficiency of its service personnel.

Service personnel shall be qualified by Bolide management and an independent service center to represent the best interests of Bolide customers in terms of product or system service, and technical support. That is, both technical and administrative staffing shall maintain the proper experience, certifications and academics requisite toward the ongoing delivery of effective and competent customer service.

c. Systems

Business systems that support functions such as service order management, inventories and returns must be in place and in active use. Data from these systems shall be open to Bolide for service records and reports pertaining to Bolide products only as requested. From time to time, Bolide management may require or prescribe the use of tools, instruments, fixtures, systems or software to an independent service center only when such a request does not become adversely disruptive.

d. Logistics

A Bolide independent service center must be prepared to support its customers in such a way where units in service are protected and handled with the best possible care against damage, or misplacement. Moreover, the movement and transportation of customer owned goods should be carried at the best possible value. This includes customer owned goods in the form of completed repairs or service, and resold replacement parts and assemblies. Bolide provide or pay for packaging, packing and protection.

While Bolide service centers are expected to provide warehouse or stock room space for customer owned goods and service materials, it is recognized that optimum carrying quantities of such goods and materials is of utmost importance to an independent service center. Therefore, Bolide seeks to provide assistance with what minimum carrying quantities should be held to maintain ongoing service readiness via mutually agreed upon replenishments.

e. Financial

To qualify as an Bolide independent service center, independent service center must remain in good credit standing with manufacturers they represent.

Replacement parts and assemblies purchased for either resale, or for use with warranty repairs, are purchased on a credit basis over a predetermined length of payment terms. There are no prompt pay discounts or net terms available for Bolide independent service center.

Unless otherwise permitted by substitution, independent service center engaged in warranty repairs must purchase parts and materials from Bolide to bring about the most cost effective service. Open payable balances for those parts purchases are thereafter credited back to a service center via warranty claim submittals to Bolide. Parts purchased that are not involved in warranty repairs remain payable within the originally stated payment terms.

Unless otherwise permitted by substitution, independent service center engaged in non warranty repairs must purchase parts and materials from Bolide to bring about the most cost effective service. Open payable balances for those parts purchases are thereafter resold to customers and cannot be claimed back for reimbursement from Bolide.

To support the transactions necessary for warranty and non warranty repairs parts purchases, the independent service center must remain in good credit standing with Bolide. Therefore, if a service center becomes considerably past due on payable balances that could adversely affect a service center's payment terms or account status with Bolide.

Pending warranty claim payments or reimbursements may be applied to open service order balances provided those warranty claim submittals are within the time period by which service invoices become due.

f. Referrals

A Bolide independent service center must accept referrals that originate from anywhere unless otherwise provided for by Bolide management. Independent service center contact information is published and distributed for Bolide customers in general and placed in printed, web, and collateral materials as deemed appropriate by Bolide management.

It is an acceptable practice to service by exclusion only a select group of predetermined accounts or customers. The independent service center is not authorized to make or accept exclusive partnerships with Bolide end users, dealers, distributors, or integrators unless otherwise provided for by Bolide management. An independent service center is not authorized to issue Bolide dealer or distributor referrals. Independent service center shall direct sales inquiries to regional Sales representative offices.

14. Bolide Obligations

Bolide will use its best efforts to maintain and enhance the reputation, usefulness and acceptance of the technologies and products it manufactures or provides. A Bolide independent service center will in all reasonable and proper ways, assist Bolide in promoting the reliability and good reputation of its products.

Bolide shall, as deemed reasonable:

a. Service documentation

Provides technical documentation as it is published to keep abreast of current technical updates and technical details pertinent to service and repairs. A service manual for each new product will be provided when available at no charge.

b. Reputation

Bolide assist service center in maintaining a favorable reputation with customers. However, Bolide cannot be held responsible for the workmanship of the technical personnel performing repair work under this agreement.

c. Training

Allow service centers to send technical staff to attend any regularly scheduled training workshop at Bolide.

d. Discounts

Allow service centers to purchase parts at a discounted price then in effect or as otherwise deemed available by Bolide.

e. Credits

Credit independent service center for actual freight cost (taxes and duties) incurred in the dispatch of warranty, post-warranty, replacement parts warranty and equipment replacement warranty repaired Product.

f. Labor Reimbursement

Remit a labor fee to the independent service center per the labor rate chart stated within this agreement or accordance with attached addendum as applicable.

15. Service Center Performance and Obligations

a. Service Turnaround Time

A Bolide independent service center must consistently provide a maximum of a 72 hour turnaround time service of warranty, out of warranty, replacement parts warranty, and equipment replacement warranty. Exceptions may occur in special circumstances.

Responsiveness Standard

This refers to the ongoing population of units serviced over time and from month to month as claim payments are made. From service claims data, this is the Bolide calculated turnaround time performance from the ship date or will-call release date minus the receipt date on warranty repairs. For post-warranty repairs, this is Bolide calculated turnaround time performance from a serviced unit's shipped or will-call release date minus an estimate or quote approval date from a customer, owner of responsible party for units in service. Periodically, turnaround time performance audits from shipping records, customer surveys, or other returns data shall take place to verify performance reporting from a Bolide.

A Bolide RMA under this service agreement shall report to Bolide via service claims all warranty, post-warranty, replacement parts warranty and equipment replacement warranty repairs completed.

b. Service Workmanship

Bolide independent service center must consistently achieve cost effective repairs done right the first time.

c. Productivity and Throughput

Customer owned Bolide products pending service must not lag in a backlog situation beyond one-week without notice to Bolide product support management. Independent service center management must be attentive to daily productivity centered upon Bolide repairs with prompt attention and prioritization.

d. Complete a Service Center application form to be kept on file with Bolide. Such form shall indicate the Authorized Service Center is an independent Service Center, responsible for in-warranty, out-of-warranty, replacement parts warranty and equipment replacement warranty work on all Products.

e. Maintain tools, test equipment, jigs, fixtures, and spare parts as may be required to effect repair of Bolide's Products.

f. Maintain a service and repair facility and use its best efforts and devote such time as may be reasonable necessary to offer maintenance service and repair for Bolide's Products.

g. Provide and maintain staff that is competent and qualified to carry out the repair, maintenance and calibration of Bolide's Products. The Independent Service Center shall have at least one factory-trained and qualified technician on staff at all times.

h. Be required to send at least one technician and or technical representative to Bolide's factory for the purpose of attending regularly scheduled service training. Said technician shall attend factory re-certification training within one year after the initial training visit, and annually thereafter for the purpose of keeping abreast of product introductions, service bulletins, engineering changes, and to demonstrate full capability in the servicing of the Products.

i. No fee is required for training or training documents.

i. Notify Bolide's Service Center Coordinator within 30 days of any change of address or ownership, or of any major change in technical staff. Failure to do so will result in loss of status as an Independent Service Center.

j. Notify Bolide and obtain pre-notification whenever taking on any additional lines directly competitive to that of Bolide, or whenever the Independent Service Center's relationship is terminated with any other manufacturer it now represents.

k. In-warranty repaired product – original warranty applies or if within 90 (ninety) days of expiration, original warranty is extended to cover a maximum of 90 (ninety) days.

l. Submit a properly completed service claim form or record to Bolide within 45 days of a repair, exchange or replacement.

m. Consolidate and return, at Bolide's expense, defective parts replaced under a warranty repair as requested by Bolide's service center coordinator.

n. Conduct its business in its own name and in such a manner, as it deems fit. The Independent Service Center will pay all expenses whatever of its office and activities and be responsible for the acts and expenses of its employees, agents, representatives and anyone else acting on its behalf.

o. Nothing in this Agreement shall be construed to constitute the Independent Service Center as the partner, employee or agent of Bolide, nor shall either party have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor responsible only for its own actions.

16. Lawful Compliance

In the performance of this Agreement and with regard to any funds, assets or records relating thereto, the Independent Service Center represents that it is aware of the United States Foreign Corrupt Practices Act of 1977 and agrees to comply with and be bound by and represents and warrants as to, the following:

a. With respect to all payments received from or on behalf of Bolide or any of its affiliates, to refrain from paying, returning or transferring all or any part of such payments, directly or indirectly, to or for the benefit of any officer, director, agent or employee of Bolide or any of its affiliates.

b. To refrain from paying, returning or transferring any payment or other thing of value, directly or indirectly, to or for the benefit of any governmental official (including any officer or employee of a government or any department, agency or instrumentality thereof and any person acting in an official capacity for or on behalf of any such government, department, agency or instrumentality), any political party or official thereof, or any candidate for any political office, for the purpose of influencing any official action or decision of such recipient or benefit to use his influence with a government, department, agency or instrumentality thereof or any political party.

- c. With respect to all payments received from or on behalf of Bolide, to refrain from paying, returning or transferring all or any part of such payments, directly or indirectly, to or for the benefit of any third party for any purpose which is unlawful or improper under the laws (including, without limitation, anti-bribery laws) of any Designated Country, the United States of America or any other applicable jurisdiction.
- d. With respect to all payments receive from or on behalf of Bolide, to refrain from directing the payment of such funds or from receiving such funds in any manner, which violates the tax, currency exchange, or any other law of any Designated Country, the United States of America or any other applicable jurisdiction.
- e. No false or artificial entries shall be made in the books or records of the Independent Service Center for any reason, no employee or affiliate of the Independent Service Center shall engage in any arrangement that results in such a prohibited act.
- f. The Independent Service Center represents that neither the independent service center nor its employees or affiliates are officials or employees of the government or of any political party of any country, or are candidates for political office.
- g. The Independent Service Center shall be responsible for the enforcement and compliance with this Article 11, including necessary distribution to ensure knowledge and compliance by the authorized service center's employees, affiliates and agents.
- h. Either party may immediately terminate this agreement in the event such party develops a reasonable belief that any provisions of the US foreign Corrupt Practices Act are being or may be violated as a result of the actions of the other party.
- i. Each party shall indemnify and hold the other party harmless from and against any and all claims, losses and liabilities arising out of the breach by the other party of any of its obligations under this Article 11, and from and against all claims, losses and liabilities for costs and attorneys' fees in connection therewith. This indemnity shall be exclusive of the rights of the parties under any other indemnity provision set forth in this Agreement.
- j. Concurrent with the execution and delivery of this Agreement, the authorized service center shall deliver to Bolide an Affidavit substantially in the form attached hereto as Addenda, and thereafter the independent service center shall from time to time respond, as and when requested by Bolide or Bolide's or its affiliates' independent public accountants, to Bolide with respect to the independent service center's compliance with the covenants contained herein during the term of this Agreement or any period during which any monies or other consideration have been paid or received pursuant to the Agreement.

17. Relationship Created

Nothing in this Agreement shall be construed to constitute the Independent Service Center as the partner, employee, or agent of Bolide, nor shall either party have, nor shall it hold itself out as having, any right, power or authority to create any contract or obligation, either expressed or implied, on behalf of, in the name of, or binding upon the other in any respect, it being intended that each shall remain an independent contractor responsible only for its own actions.

The Independent Service Center will conduct its business in its own name and in such a manner as it deems fit. The Independent Service Center will pay all expenses whatever of its office and activities and be responsible for the ads and expenses of its employees, agents, representatives and anyone else acting on its behalf.

The Independent Service Center shall not, without Bolide's prior written approval, alter, enlarge or limit orders, nor make representations or guarantees concerning Bolide's products or accept the return of, or make any allowance for, such products beyond Bolide's published terms and conditions then in effect. All expenses and disbursements incurred by the Independent Service Center in connection with the sale and marketing of the Products shall be borne wholly and completely by the Independent Service Center, and Bolide shall not in any way be responsible or liable therefore.

18. Indemnity

Bolide assumes no risk and shall not be subject to liability for damages or loss resulting from the specific use of application made of the Products. Bolide's liability for any claim, whether based on breach of contract, negligence, infringement or any rights of any party or product liability, relating to the Products shall not exceed the price paid by the Independent Service Center to Bolide for such Products. In no event will Bolide be liable for any special, incidental or consequential damages (including loss of use, loss of profit and claims of third parties) however caused, whether by the negligence of Bolide or otherwise. Notwithstanding the foregoing and any other provision of the present agreement, Bolide specifically acknowledges that Independent Service Center shall be liable only for damages resulting from its acts or omissions with respect to the repair of products received by it for servicing from end-users.

Each party shall save the other harmless from and against one another and shall indemnify the other for any liability from loss, costs, expenses, or damages howsoever caused by reason of any injury (whether to body, property or personal or business character or reputation) sustained by any person or to any person or to property by reason of any act, neglect, default, or omission of it or any of its agents, employees, or other representatives and it shall pay all sums to be paid or if either party is sued in any court for damages by reason of any of the acts of the other party, such other party shall defend said action (or cause same to be defended) at its own expense and shall pay and discharge any judgment that may be rendered in any such action; if such other party fails or neglects to so defend in said action, the party sued may defend the same and any expenses, including reasonable attorney's fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed upon demand. Nothing herein is intended to nor shall it relieve either party from liability for its own act, omission or negligence.

19. Force Majeure

Bolide recognizes the desirability of filing orders promptly and agrees to use its best efforts to meet requested shipping dates. Bolide shall not, however, be responsible to the Independent Service Center for any failure or delay in delivery of the Products where such failure or delay is caused by fire, labor trouble (including strikes and lockouts), a bankruptcy of a manufacturer or components of Products, war, governmental regulations, general interruption of or delay in transportation, acts of God, or any other cause of a like or different character beyond the control of Bolide.

20. Service Readiness and Proficiencies

a. Background, Training and Certifications

Independent service center personnel are expected to remain proficient with requisite repairs of Bolide technologies. The use of tools, service instruments, automatic test equipment and fixturing must be fully complementary to the developed abilities of technical personnel in a Bolide independent service center. Furthermore, service personnel must be proficient with both service systems and business systems necessary to assure effective service quality for Bolide customers.

For these reasons, independent service centers shall recruit, select, hire and retain qualified personnel that match the competencies needed for effective and resource efficient service of Bolide technologies. This means that a Bolide independent service center shall select and employ people with the appropriate experience and academics necessary to effectively support Bolide and its customers.

It is the mutual responsibility Bolide and its service centers to seek out and obtain training for Bolide product familiarization for authorized service center technical staffing. From a top-down approach, product orientation, to electronic component level inspection, test calibration, diagnostics, assembly and disassembly, service center personnel must remain abreast of what practices are followed to assure reliable service. On site service training from Bolide is available.

b. Minimum Qualifications

i. Technical

Service technicians that repair or service Bolide technologies must be prepared to assess faults by inspection, measurement, or observation that in turn leads to corrective action. As determined by observed defects by service center technicians, fault conditions are then reversed to restore a Bolide product to proper functional order. That is, as defined by the performance specifications of a given model under service. Quality of service completed upon units under repair must be sufficient toward product end-of-life, or long-term functional use beyond any remaining warranty period (if applicable).

Therefore, it is necessary that technical service personnel are qualified by knowledge and experience with electro-mechanical assemblies, to include analog and digital circuit theory, and through-hole repairs, and the use of electronic and electro-mechanical test instruments such as analyzers, variable transformers and the like.

Service technicians must be well practiced in the use of Windows operating systems and typically associated client or application software. Installation, configuration and fault resolution of client software and Windows operating systems could accompany physical repairs that take place within a Bolide unit under service. Familiarization with desktop or network and service computer system hardware and their peripherals is necessary, too.

At times, service center personnel will be required to reprogram, or code load device hardware such as EEPROMs, FPGAs, or nonvolatile FLASH memory. Familiarity of host software and device programmer and erasure systems must be in place.

ii. Administrative

Clerical personnel must be prepared to follow standard service claim processes. Back office service accounting and service order management capabilities must be in place.

Friendly, responsive and courteous customer service personnel must be in place to greet and help customers either in person at a service center's place of business, over the telephone, or via email. Customer service functions within the service center must be present to collect and process inbound and outbound service requests and the associated documentation or records that accompany such activity.

iii. Logistical

Shipping, receiving, stocking and warehousing functions must be present as a Bolide independent service center. There must be appropriate business and material handling systems in place to properly control and secure customer owned goods and service center owned assets for on-going service and repairs.

c. Roles and Responsibilities

A Bolide service center must have functional personnel in position at all times to handle the ebb and flow of unit service and repair demand. This means there can be little role ambiguity among service center technicians, or service support personnel.

Moreover, clearly defined job responsibilities for service and repair technicians are necessary. It is not an acceptable practice to commit service center technicians to duties that go beyond predefined and primary repair responsibilities for an extended period of time.

d. Cross-Training

It is acceptable and expected to cross-train service center personnel for back up support purposes. However, there shall be no ambiguity about what employees are expected to do as primary or chief functions.

21. Service Exclusions

a. Authorized Independent Service Center Repair

Unless otherwise specified as unauthorized for service center repair, all Bolide products are open for service and local service center facilities.

22. Non-Disclosure

a. Privileged Information

During the course of daily operations, service center personnel may seek or encounter privileged information that is not permitted or suitable for public consumption or for sharing among unauthorized individuals. Such individuals include third-party unauthorized service centers, manufacturing businesses, private individuals or entities, competitors, regulatory agencies, government institutions and so forth.

b. Confidentiality

When Bolide or its independent service center engage in one to one or one to many communications, it is necessary to use careful discretion about what gets shared. When in doubt what can be passed on or shared, check with Bolide product support management.

Bolide owns certain Proprietary and Confidential Information relating to various Products manufactured by Bolide, manufacturing processes, pricing policies, marketing structures, and strategies, communication and software protocol, data, plans, schematics, and other information relating to the Products.

Bolide's Proprietary and Confidential Information is defined as any information which is disclosed by Bolide to the Independent Service Center, and which is: (i) relating to all Bolide products including, but not limited to Products or to the cooperative business relationship between Bolide and the Independent Service Center or, (ii) disclosed in oral, written, graphic, machine recognizable, and/or sample form or, (iii) clearly designated, indicated, labeled or marked as confidential. Proprietary and Confidential Information that is disclosed other than in tangible form must be confirmed by Bolide in writing as Proprietary and confidential Information within thirty days after such disclosure.

- i. The Independent Service Center will maintain all Bolide Proprietary and Confidential Information in absolute secrecy;
- ii. The Independent Service Center will not use any of Bolide's Proprietary and Confidential Information for its own direct or indirect benefit, or for the direct or indirect benefit of any third party;
- iii. The Independent Service Center will not disclose any Bolide's Proprietary and Confidential Information to any third party, including the Independent Service Center's subsidiaries and related parties;
- iv. Upon termination of this Agreement, the Independent Service Center will return all tangible items of Bolide's Proprietary and Confidential Property, including copies thereof to Bolide;
- v. At all times, all Proprietary and Confidential Information is and remains the property of Bolide, and
- vi. Disclosures of Property and Confidential Information made by Bolide under this Agreement that are specific shall not be deemed to be in the public domain merely because such disclosures embraced by more general information in the public domain.

The Independent Service Center will strictly maintain and adhere to the just-stated terms and conditions of the confidentiality aspect of this Agreement, and it is understood, however that the foregoing restrictions shall not apply to any portion of the Proprietary and Confidential Information which:

- i. was previously known to the Independent Service Center without restriction on disclosure or use as evidenced by the Independent Service Center's previously existing written records; or
- ii. is rightfully obtained by the Independent Service Center from a third party source without restriction on disclosures or use; or
- iii. is or becomes part of the public domain through no fault of the Independent Service Center or its employees; or
- iv. is independently developed by the Independent Service Centers employees who have not had access to the Proprietary and Confidential Information: or
- v. is required to be disclosed by administrative or judicial action; or
- vi. is approved for release by written authorization of Bolide.

Unless otherwise provided for in writing from Bolide, during the term of this agreement the Independent Service Center agrees that it will not design or manufacture products directly or through a third party that are competitive with Bolide's Products during the term on this Agreement and for a period of two (2) years after the effective date of termination.

Nothing in this Agreement shall be construed as granting or conferring any license or immunity, expressly, implied or otherwise, to any invention, discovery, or improvement or any right in any information other than as expressly granted herein, nor are any rights of ownership in the disclosed information granted.

23. Intellectual Property Rights

- a. In addition to the Proprietary and Confidential Information outlined in this Agreement, Bolide owns trademarks and trademarks applications and registrations as published under separate addenda.
- b. The Independent Service Center shall notify Bolide of any and all infringements of Bolide's trademarks that come to the Authorized Service Center's attention.

24. Termination

Either party shall have the right to terminate this Agreement hereof, upon the occurrence of any of the following events:

- a. Any breach or default by any party hereto of any commitment, agreement, covenants, representations or warranties under this Agreement which is not waived in writing by the non-defaulting party. In such case the non-defaulting party shall notify the defaulting party of such alleged breach or default and the defaulting party shall have a period of sixty (60) days to cure the same.
- b. Any party hereto is declared insolvent or bankrupt, or makes an assignment or the benefit of creditors, or a receiver is appointed or any proceeding is demanded by, for or against such party under any provision of the Federal Bankruptcy Act or similar provision, under Independent Service Center's governing law.
- c. Termination as a result of payment delinquency.
- d. Termination in accordance with Independent Service Center obligations and performance.
- e. Termination at will, by either party, provided notification of such termination is given in writing 60 days prior to the effective date of termination.

25. Rights Under Termination

Promptly upon termination (for any reason) of this Agreement, the Independent Service Center shall lose its sales and promotional rights and Bolide shall have no obligation to comply with any of the provisions of this Agreement. Upon termination of this Agreement, neither party shall be released from payment of any sum then owing to the other, which shall become immediately due and payable. The Independent Service Center shall cease to be the Independent Service Center of Bolide, and discontinue immediately any use of the word "Bolide", provided, however that the Independent Service Center may sell its remaining stock of the Products bearing the trademark of "Bolide"

Bolide may, at its sole option, elect to accept the return of unused Products in their original packaging and issue credit for the original F.O.B. cost thereof. Bolide shall honor its warranty and provide spare parts to complete any obligations outstanding that are in place at the time of termination on notification. Such spare and finished goods shall be supplied at the existing discount prevailing at the time of termination of this Agreement.

In the event of termination hereof, neither Bolide nor the Independent Service Center shall not be entitled to any damages, payment of goodwill that has been established, severance pay, indemnity or any amount for any other caused by reason of the termination of any relationship among the parties hereto, or by reason of the termination of this Agreement or any rights there-under, despite any applicable law to the contrary.

26. Adjustment and Adjudication of Disputes

The parties hereto shall be free to bring all differences of interpretation and disputes arising in connection with this Agreement to the attention of the other at any time without prejudicing their harmonious relationship and operations hereunder, and the good offices and facilities of either party shall be available at all times for the prompt and effective adjustment of any and all such differences, either by email, parcel post, fax, telephone, or personal meeting under friendly and courteous circumstances. Any controversy, claim, or breach arising out of or relating to this Agreement which the parties are unable to resolve to their mutual satisfaction may be litigated or otherwise resolved in the United States District Court for the Central District of California or the Courts of the State of California sitting in the City of San Dimas and the parties hereto hereby irrevocably accept the jurisdiction of such courts for the purpose of any action and proceeding.

27. Construction of Agreement

This Agreement shall be governed by and construed according to the laws of the State of California, USA, with legal venue in Sand Dimas, California, USA.

28. Cumulative Remedies

Owner's remedies shall be deemed to be cumulative and not exclusive.

29. Entire Agreement

This Agreement contains the entire understanding among Bolide and the Independent Service Center concerning the subject matter hereof and shall supersede any other written agreement and all of the provisions, including each and every obligation of the Agreement, and shall be binding upon and inure to the benefit of the parties here to and their respective successors and assigns, including entities that acquire the assets of either party and entities acquired subsequent to the effective date of this Agreement. It may not be modified in any way without the written consent of both parties. Neither party shall not have the right to assign this Agreement neither in whole nor in part without the prior written consent of the other party. No party is relying upon any warranties, representations or inducements not set forth herein. This Agreement may be amended only by an instrument in writing, which expressly refers to this Agreement and specifically states that it is intended to amend it, and signed by a duly authorized representative of each party. Failure to enforce any provisions of this Agreement shall not constitute a waiver of any term hereof. If any provisions or terms of this Agreement is held to be invalid, illegal, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. In the event of litigation, the prevailing party may recover court costs and reasonable attorney's fees.

30. Counterparts Effectiveness

This agreement may be signed in any number of counterparts, each of which shall be an original, and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement will not become effective until properly signed by each party thereto.

Acceptance and Acknowledgement to Agreement

Effective Date: June 30, 2010

IN WITNESS THEREOF, the parties hereto have executed this agreement the day and year first above written.

For BOLIDE
Duly Authorized Manager or Officer:

SIGNATURE: _____ DATE: _____

TITLE: _____

For Independent Service Center Applicant:
Duly Authorized Manager or Officer:

SIGNATURE: _____ DATE: _____

FULL NAME: Guillermo Pama

COMPANY: SecurityNet, S.A. de C.V.

EMAIL: _____

TELEPHONE: _____

Financial Details

BANKING INSTITUTION

BANK NAME: _____

ACCOUNT #: _____ ROUTING #: _____

ADDRESS: _____

CITY: _____ STATE / REGION: _____ POSTAL CODE: _____

COUNTRY _____

TELEPHONE #: _____ FAX #: _____

Please provide State resale and Federal Tax Identification numbers if your company is incorporated or based within the United States.

FEDERAL TAX ID #:

TAX RESALE ID#:

Signature & Acceptance: _____

By signing this application, a duly authorized representative confirms that the content as stated in this application is true and accurate.

For Independent Service Center:

Duly Authorized Representative or Officer:

SIGNATURE: _____ DATE: _____

TITLE: _____