



April 17, 2023

Arock Technologies LLC

4160 SE International Way d104
Milwaukie, Oregon 97222

Site Location

Medford Rogue Credit Union Community Center
901 Rossanley Drive
Medford, Oregon 97501

Fire Cabling

Scope of Work:

1. Installation of 16/2 plenum fire alarm cable. Cable will be installed in existing conduit and identified on the site drawings provided by Arock Technologies LLC.
2. Installation of devices as identified on the site drawings provided by Arock Technologies.

Quantity	Description	Total Cost
8,000	16/2 Plenum Fire Alarm Cable – Belden 6220UL 002U1000	\$2,044.00
1	Fuel Expense	1,000.00
1	Misc. Materials	400.00
12	Discovery	1,140.00
304	Labor	28,880.00
84	Travel Time	6,720.00
40	Per Diem (20 Days x 2)	1,600.00
	Scissor Lift 30-33', 32" Wide (2 x 2 week deployments)	1,988.00
TOTAL		\$43,772.00

Notes/Exclusions:

1. Proposal based on all conduit installed by others with a double gang box and reducers at all device locations.
2. Proposal based on two mobilizations to the site.
3. Proposal does not include lodging. If Empower Digital Solutions, Inc. is providing lodging, it will be billed at cost plus 10%. *lnp* 07/20/2023

Terms and conditions

TIME. Time is of the essence of this Agreement.

WAIVER. Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

LAW GOVERNING. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

ARBITRATION. If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, then every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and and such dispute, difference, or

disagreement shall be settled by arbitration in accordance with the then prevailing expedited commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in Multnomah County, Oregon. The then prevailing Oregon Rules of Evidence and the Oregon Rules of Civil Procedure shall apply in any such arbitration.

ATTORNEY FEES. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce or interpret any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

PRESUMPTION. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.

TITLES AND CAPTIONS. All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

AGREEMENT BINDING. This Agreement shall be binding upon the heirs, executors, administrators, representatives, successors and assigns (if permitted) of the parties hereto.

FURTHER ACTION. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

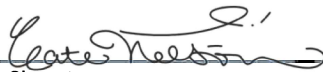
GOOD FAITH, COOPERATION AND DUE DILIGENCE. The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

INDEMNITY: Customer and Empower Digital Solutions (each an "Indemnifying Party") agree to hold harmless, defend and indemnify each other and their respective directors, officers, employees, agents and independent contractors (the "Indemnified Parties") from and against all claims, liabilities, damages, losses and expenses, including but not limited to reasonable attorneys' fees and costs of suit, arising out of or in connection with: (a) any negligent or willful act or omission of the Indemnifying Party or the Indemnifying Party's employees or agents, including but not limited to the extent such act or omission causes or contributes to (i) any bodily injury, sickness, disease or death; (ii) any injury to or destruction of tangible or intangible property (including computer programs and data or any loss of use resulting there from; or (iii) any violation of any statute, ordinance or regulation; and (b) any breach, violation or failure of any of the warranties, representations or obligations of the Indemnifying Party under this Agreement..

WARRANTY: Empower Digital Solutions warrants that the hardware products it manufactures and provides will be free from defects in materials and workmanship. The limited warranty term is one year for components and 180 days for labor.

PRICE: Investment amount effective until: May 31, 2023

TERMS: A retainer of 25% of the contract amount (\$10,603.00) is due upon execution of the agreement. Progress billings will be submitted monthly, with any remaining balance due at completion of work.


Signature _____ Date 07/20/2023
~~Thyssenkrupp~~

Cate Nelson - Administrative Manager

Printed Name

AROCK Technologies, LLC.

Signature

Date

Empower Digital Solutions, Inc.

Printed Name