



7233 SW Kable Ln Suite 500
 Portland
 OR 97224

PURCHASE ORDER

P.O N 22555

Rev: 7

ShipTo: Nuance Systems
 7233 SW Kable Ln Suite 500

 Portland, OR 97224
 United States of America

Supplier: Empower Digital Solutions, Inc

7700 SW Hyland Way
 Beaverton
 OR 97008

****See updated T&Cs below****

Phone: 503-86-0530

Send Invoices to: invoices@nsi-mfg.com

Send Confirmation to: purchasing@nsi-mfg.com

Ship Via	Account #	Contact	FOB	Terms	Date
	W97430				04/07/22

Line No.	Part Number	Rev	Description	QTY UOM EA	Price	Extended Price
1	MISCELLANEOUS PART		STRUCTURED CABLING	1	\$36,763.00000	\$36,763.00
	Structured Cabling Scope of Work: 1. Install Cat. 6 cable from the MDR or IDF to 65 data locations. 2. Test cable for Cat. 6 performance. 3. Document installation.				Require Date: Promise Date	
2	MISCELLANEOUS PART		SURVEILLANCE	1	\$24,911.00000	\$24,911.00
	Surveillance Scope of Work: 1. Provide and install a GeoVision VMS with server including 8 TB RAID storage. 2. Provide and install four (04) 12 Megapixel IR Fisheye Rugged IP Cameras on the outside corners of the building. 3. Provide and install fourteen (14) 4 Megapixel Super Low Lux WDR Pro IR Network Dome Cameras at locations identified inside the building. 4. Install Cat. 6 cable from the MDR or IDF to each camera location. 5. Configure system. 6. Provide training for NSI staff.				Require Date: Promise Date	
3	MISCELLANEOUS PART		ACCESS CONTROL	1	\$19,737.00000	\$19,737.00
	Access Control Scope of Work: 1. Provide and install two (02) GeoVision GV-AS4111 Controller. 2. Provide and install PC. 3. Provide and install electric strikes at four (04) door locations. 4. Provide and install mag-locks at two (02) door locations. 5. Provide and install card readers at the six (06) door location. 6. Provide access cards. 7. Configure system. 8. Integrate access control system with camera system. 9. Provide training for NSI staff.				Require Date: Promise Date	

Line No.	Part Number	Rev	Description	QTY UOM EA	Price	Extended Price
4	MISCELLANEOUS PART		AUDIO/VIDEO	1	\$28,502.00000	\$28,502.00
A/V Scope of Work: 1. Provide and install two (02) Epson PowerLite L530U Full HD WUXGA Long-Throw Laser Projectors. 2. Provide and install two (02) 90"x160" Da-Lite projector screens. 3. Provide and install five (05) LG 86" TVs. 4. Provide and install five (05) LG 43" TVs. 5. Install Cat. 6 cable from the MDR or IDF to each location. 6. Provide training for NSI staff.					Require Date: Promise Date:	
5	MISCELLANEOUS PART		VIDEO CONFERENCE ROOM	1	\$10,263.00000	\$10,263.00
Video Conference Room Scope of Work: 1. Provide and install one Shure wall speaker and one Shure table microphone. 2. Provide and install one AVer Cam540. 3. Provide one Dell PC and one Galaxy Tablet. 4. Provide training for NSI staff.					Require Date: Promise Date:	
Notes/Exclusions: 1. Proposal assumes the TV for this room is included in the AV proposal.						
6	MISCELLANEOUS PART		WIRELESS ACCESS	1	\$18,536.00000	\$18,536.00
Wireless Access / Network Connectivity Scope of Work: 5. Predictive Survey / WiFi Design. 6. Provide and install twelve Meraki wireless access point throughout facility. 7. Provide one year license for the 12 wireless access points. 8. Configure wireless access points based on corporate requirements. 9. Provide system training.					Require Date: Promise Date:	
Notes/Exclusions: 1. The number of wireless access points is an estimate. Actual numbers will be determined based on the predictive survey / WiFi design.						
7	MISCELLANEOUS PART		IDF BUILDOUT	1	\$5,699.00000	\$5,699.00
IDF Buildout Scope of Work: 1. Install 3 x 48-port patch panels in MDF. 2. Buildout of IDF including providing and installing an 18U cabinet, 2U horizontal wire management, and 1 x 48-port patch panel. 3. Install multi mode 6 strand 50um OM4 fiber between MDF and IDF.					Require Date: Promise Date:	

Freight:
Miscellaneous
Amount:

Please send order confirmation to purchasing@nsi-mfg.com

Total Amount: \$144,411.00

NSI TERMS AND CONDITIONS OF PURCHASE ORDER

1. ACCEPTANCE

The terms and conditions of this purchase order become the exclusive and binding agreement (the "Agreement") between the Parties covering the purchase of the Goods or Services ordered herein when this purchase order is accepted by acknowledgement or commencement of performance. This purchase order can be accepted only on these terms and conditions. Additional or different terms proposed by Seller will not be applicable unless accepted in writing by NSI. Acceptance of the Goods or Services covered by this order will not constitute acceptance by NSI of Seller's terms and conditions. Upon acceptance, this purchase order shall constitute the entire agreement between NSI and Seller, superseding all prior negotiations, discussions and dealings and may not be modified or rescinded except by a writing signed by both Seller and NSI.

2. PURCHASE PRICE

All prices are firm except as modified by any applicable cash discount. Seller shall furnish the goods covered by this purchase order (the "Goods") or the services covered by this purchase order (the "Services") in accordance with the prices and delivery schedule stated on the attached purchase order. If price is not stated for any Service or Good, Seller's price for said Service or Good shall be the last price quoted to NSI, or the lowest prevailing market price on the date accepted by NSI, whichever is lower. If delivery date is not stated, Seller shall offer its best delivery date, of which shall be subject to written acceptance by NSI.

3. PACKAGING AND SHIPMENT

Goods shall be shipped F.O.B. destination or origin in accordance with the directives of the attached purchase order. All shipments and shipping documents must include the applicable purchase order number and item numbers. Unless otherwise specified, when the price of this order is based on the weight of the ordered Goods, such price is to cover net weight of material ordered only, and no charges will be allowed for boxing, crating, handling damage, carting, drayage, storage, or other packing requirements. Unless otherwise specified, all Goods shall be packed, packaged, marked, and otherwise prepared for shipment in a manner which is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular Goods and in accordance with I.C.C. regulations; and (c) adequate to insure safe arrival of the Goods at the named destination.

4. DELIVERY

Seller shall promptly advise NSI of any delay or anticipated delay in delivery and shall pay NSI for any losses sustained or costs incurred by NSI resulting from late delivery. NSI may cancel this order if Seller fails to deliver the Goods or perform Services when due. Time is of the essence, but Seller will not be liable for damages for delays in delivery due to causes beyond its reasonable control and without its fault or negligence. If Seller, however, for any reason does not comply with NSI's delivery schedule, NSI in addition to remedies provided by law, at its option, may either approve a revised delivery schedule or may terminate this purchase order and hold Seller accountable for all losses and damages arising therefrom.

5. INVOICES

After delivery of Goods or Services provided under this order, Seller shall send an invoice, in duplicate and containing the following information: purchase order number, item numbers, description of items, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. NSI will remit agreed upon purchase price per the payment terms as written in the attached Purchase Order. Payment of invoice shall not constitute acceptance of the Goods or Services and shall be subject to appropriate adjustment for failure of Seller to meet the requirements of this order.

6. WARRANTY

Seller warrants to NSI and its customers that Goods or Services provided hereunder will conform to the specifications, drawings, samples or other descriptions furnished or adopted by NSI, are suitable for the purpose intended by NSI, will be of good quality, material, and workmanship and free from defects. This warranty shall survive inspection, acceptance, and payment for a period of time consistent with the warranty life normally offered by the Seller, but in no event less than twelve (12) months from the date of acceptance.

7. INSPECTION AND REJECTION

All Goods or Services purchased hereunder may be subject to inspection and test by NSI and its customers. If inspection or test is made by NSI on Seller's premises, Seller shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests. If any item is found defective in material or workmanship, or otherwise not in conformity with the requirements of this purchase order, NSI shall have the right either to reject it, require its correction, or accept it with an adjustment in price. Any item which has been rejected or required to be corrected shall be replaced or corrected by and at the expense of the Seller promptly after notice. Notwithstanding any prior inspections or payments hereunder, all Goods or Services shall also be subject to inspection and acceptance at NSI's facility within a reasonable time after delivery. The Seller shall provide and maintain an inspection system which is acceptable to NSI. Records of all inspection work shall be kept complete and available to NSI during the performance of this purchase order and for a period of no fewer than seven (7) years from the creation of the inspection record.

8. CHANGES

(a) NSI may at any time by written change order suspend performance of this purchase order, in whole or in part, make changes in the method of shipment or packaging, or time or place of delivery of the Goods, reschedule the Services, or require additional or diminished Goods or Services. Additionally, NSI may at any time make changes in its supplied drawings, designs, or specifications. If any such change causes an increase or decrease in the cost of or time required for performance of this purchase order, Seller shall respond with a proposed equitable adjustment in the order price or delivery schedule, or both, within three (3) business days of receipt of NSI's change order. In the event that NSI accepts Seller's proposed adjustment, this order shall be modified in writing accordingly. However, nothing in this clause shall excuse the Seller from proceeding with the order as changed or amended.

(b) Seller agrees not make any such modifications to the goods, including changes in the raw materials, components, manufacturing methods, materials, sites, equipment, testing protocols, control systems and other aspect of the goods configuration or performance that affect its form, fit or function, nor discontinue the goods without NSI's prior written consent. Seller will apply reasonable effort to provide NSI with as much advance notice as possible and whenever possible provide at least 6 months advance notice prior to changes.

(c) Seller shall not deliver any Goods or perform any Services that have experienced such change without prior written consent from an authorized representative of NSI in its sole discretion. The requirement to notify NSI of changes shall survive beyond the acceptance of the Goods or Services. Failure of Seller to give such notice shall be deemed a material breach of the Purchase Order, and upon learning of such change NSI may reject, or if it has accepted and/or consumed the Goods or Services, may revoke its acceptance in its sole discretion. In addition, NSI shall be entitled to any other remedies, which it may have under the Purchase Order or under law. Seller shall communicate similar change requirements to its suppliers.

9. NON-ASSIGNMENT

No right or obligation under this purchase order (including the right to receive monies due hereunder) shall be assigned by Seller without the proper written consent of NSI, and any purported assignment without such consent shall be void. NSI may assign this purchase order at any time if such assignment is considered necessary by NSI in connection with a sale of NSI's assets or transfer of its obligations.

10. DESIGN RIGHTS

Seller agrees not to manufacture, re-design, quote or sell any product that is of NSI's design, in whole or part, without prior written agreement by an authorized NSI representative. Such specifications, drawings, samples, or other data furnished by NSI shall be treated as confidential information by the Seller, shall remain NSI's (or its customer's) property, and shall be returned to NSI upon request.

11. INDEMNITY

Seller agrees to pay, discharge and hold harmless, defend and indemnify NSI and its affiliates from all liens, claims, damages, suits (including legal fees and other expenses incident thereto), judgments, awards and liability, whether groundless or not, that arise out of or relate to the Agreement or the Goods or Services provided under the Agreement (collectively, "Claims"), including, but not limited to, Claims: (a) by subcontractors, materialmen, suppliers, laborers and others relating to the payment for Goods or Services provided pursuant to the Agreement or any portion or component thereof ("Payments"); (b) by an individual or entity on account of any damage to property or injury (including death) to persons (including any damage or injury to the property or person of any employee of Seller or NSI); (c) by NSI or its customers for infringement, or claim of infringement, of any patent, trademark, copyright or other intellectual property interest; or (d) for breach of any representation, warranty, covenant or obligation of Seller hereunder. Seller shall, whenever NSI requests, furnish NSI with proof satisfactory to NSI that all Payments have been made and deliver executed lien releases from Seller and its subcontractors and suppliers. NSI shall also have the right, at its option, to pay directly to any individual or entity any Payment due or to become due from Seller. Such payments shall be, at NSI's option, credited against amounts owed to Seller or reimbursed by Seller without delay. Seller assumes all risks of damage or injury to Seller's own property or person from whatever cause.

12. SET-OFF

NSI shall be entitled at all times to set off any amount owing at any time from Seller or any of its affiliates to NSI or any of its affiliated companies.

13. COMPLIANCE WITH LAWS, RULES, AND POLICIES

Seller warrants that no federal, state, or local law, rule, or regulation has been violated in the performance of the Goods manufactured or Services provided pursuant to this purchase order. Seller will defend and hold NSI harmless from loss, cost, or damage as a result of any such actual or alleged violations of one or more laws, rules, or regulations. Seller agrees to comply with the requirements and expectations described in NSI's Supplier General Quality Agreement (available upon request). Seller agrees to acknowledge and implement the Electronic Industry Citizenship Coalition (EICC) Code of Conduct.

14. NON-DISCRIMINATION IN EMPLOYMENT

The Seller in performing the work required by this purchase order shall not discriminate against any person in the employment process on the bases of race, color, creed, national origin, age, disability, religion, veteran status, sex, gender identity, sexual orientation, or familial/parental status. The employment process includes, but is not limited to, employment advertising, job posting, interviews, testing, recruiting, pay, promotion, transfer, demotion, hiring, educational opportunities, lay-off and recall. Seller agrees to make

every good faith effort to make equal employment an opportunity to all individuals, and to comply with all laws and regulations relating thereto.

15. NON-DISCLOSURE

Seller shall not make or authorize any new release, advertisement, or other disclosure which shall deny or confirm the existence of this order without the prior written consent of NSI, except as may be required to perform this order. NSI's purchases, pricing, requirements, specifications, the Goods or Services provided hereunder and all other information related to NSI or its business shall be treated as confidential information and shall not be used or disclosed by Seller for any purpose other than fulfilling this order and any actions reasonably related thereto. Any confidentiality or non-disclosure agreement between the parties shall apply to any applicable disclosures hereunder.

16. TERMINATION

(a) If Seller ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature) or if any proceeding under bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller, then in any such event NSI may terminate this purchase order without liability except for conforming deliveries previously made or for conforming Goods covered by this purchase order then completed and subsequently delivered promptly in accordance with the terms of this purchase order.

(b) If Seller's provisions of Goods or Services is impaired by Force Majeure, upon prompt notice to NSI, such Force Majeure event shall excuse Seller's performance without liability to the extent and for the period due to such event, provided, however, that the Seller shall promptly resume performance when such period ends. If NSI's ability to receive, accept, or use Goods or Services is impaired by Force Majeure, upon prompt notice to Seller, such Force Majeure event shall excuse NSI's performance without liability to the extent and for the period due to such event, provided, however, that NSI shall promptly resume performance when such period ends. If either Party's performance is impaired by reason of Force Majeure for more than thirty (30) days, then the other Party may at its option cancel any portion of the Agreement that would have been due except for the Force Majeure delay, and such cancellation shall be without penalty or liability for either Party as if such portion of the Agreement had never existed. If either Party's performance is impaired by reason of Force Majeure for more than ninety (90) days, then the other Party may at its option cancel the Agreement in its entirety without penalty or liability for either Party. "Force Majeure" may be interpreted as an act of God, fire, flood, other natural disaster, act of governmental authority or other events beyond a Party's reasonable control (but excluding labor disputes and economic or financial difficulties).

17. WAIVER

The failure of NSI to enforce any of the provisions of this purchase order, or to exercise any right or privilege granted to NSI under this purchase order, shall not be a waiver of such provisions or privileges nor of the right of NSI thereafter to enforce each provision and exercise every privilege duly granted herein.

18. SEVERABILITY

If any provision of this order is found to be illegal or otherwise unenforceable by any court, judicial or administrative body, the other provisions of this order shall not be affected thereby, and shall remain in full force and effect.

19. APPLICABLE LAW AND DISPUTES

Upon acceptance, the validity, performance and construction of this purchase order shall be governed by the laws of the State of Oregon without regard to its choice of law provisions.