

AGREEMENT

1. INTRODUCTION

This Agreement, Exhibit A: Software Terms of Use ("Exhibit A"), and Exhibit B: Bill of Materials & Services ("Exhibit B"), (together referred to as "Agreement"), dated as of the date set forth in the Order, is between 460 Tech, LLC. d.b.a. BEINCOURT ("BIC") and the Ordering Activity under GSA Schedule contracts identified in the Order ("Court"). This Agreement constitute the entirety of the terms & conditions being entered into by all parties in relation to this engagement.

2. AGREEMENT TERM

The Court has requested the purchase of the hardware ("Equipment"), software ("Software"), and services ("Services") described in Exhibit A and Exhibit B (together referred to as "Product") from BIC with the below applicable specifications.

- **Length of Agreement:** _____ months ("Term")
- **Exhibit A Purchase Price:** _____ ("Purchase Price")

3. PAYMENTS

The Court agrees to pay the full Purchase Price prior to the shipment of the Product to the Court. Product will not be procured or started on behalf of the Court prior to execution of this Agreement.

4. EARLY TERMINATION / CANCELLATION

This Agreement may not be canceled once executed except in accordance with GSAR Clause 552.212-4(l) or (m). There will be no refund in the Purchase Price for early cancellation, or non-use of, of any elected Warranty Services. For clarification purposes, under no condition will the Agreement be deemed paid in full prior to the receipt of the Total Cost of the Agreement by the Lender.

5. OWNERSHIP

The Term will begin upon delivery of the Product to the Court unless the Court raises a concern within 3 business days of delivery to BIC. Ownership will transfer to the Court upon BIC's receipt of the total Purchase Price.

The duration of the Term will not be paused under any circumstance including but not limited to timing of deployment, periods of non-use, periods of downtime, lack of deployment, etc. For clarification purposes deployment/installation and use of the system are not a condition of the start or passing of the Term of this Agreement.

6. WARRANTY

BIC will provide a warranty for the Equipment for the Term of the Agreement ("Warranty"). The Warranty provides remote support and remotely supported Equipment replacement for any individual component that



fails due to a manufacturing defect or through normal use of the Equipment. Warranty does not cover environmental damage including but not limited to power surges, dirty power, water damage, or overheating (unless due to Equipment defect) due to poor ventilation or placement by a heat source; Acts of God including but not limited to earthquakes, flood, lightening, or other weather related events; user-initiated damage whether accidental or intentional including but not limited to spills, mishandling or improper care of the Equipment, or misuse of the Equipment. The damaged component must be returned for the component to be replaced. The Court is responsible for all onsite activities required to complete the replacement. No credit will be given for the time the Equipment is in a Warranty repair status.

7. INCLUDED SERVICES

- 7.1. IMPLEMENTATION - BIC will install the Software and provide the standard configuration of the control panel provided in Exhibit B. The configuration will provide for standard controls of all Equipment and does not include customization for additional controls. The Court will provide BIC with all required information to successfully create and deploy the configuration including but not limited to IP addresses, network access, and VOIP or other connection details.

BIC will remotely support the deployment of the Product into the Court's location and provide training materials.

The Court is responsible for all onsite work related to the Product including deployment, testing, commissioning, onsite training, and any hands-on activity required for BIC to deliver on any aspects of the Product.

- 7.2. ONGOING - BIC will provide ongoing support for the Term of the Agreement for the configuration file deployed as part of section 6.1 above. This may include occasional and reasonable updates as required by the Court or the BIC.

BIC will provide ongoing remote support for the Term of the Agreement including access to the Support Desk during normal business hours, access to training materials, and assistance with any Warranty claims as detailed in section 5 above.

The Court is responsible for all onsite, hands-on support activity required for BIC to deliver on any aspects of the Product.

8. SERVICES BEYOND TERM OF AGREEMENT

Court may elect to continue Services and Software with BIC upon expiration of the Term of this Agreement.

9. GOVERNING LAW

These Terms shall be governed by the Federal laws of the United States, without regard to its conflict of laws principles.

10. SIGNATORIES

Each party, as evidenced by the signature below or electronic signature, as applicable, of its authorized representative, acknowledges that it has read and agrees to this Agreement in its entirety.

COURT

By: _____

Name: _____

Title: _____

Date _____

460 TECH, LLC dba BEINCOURT

By: _____

Name: _____

Title _____

Date _____

EXHIBIT A: COURTCONTROL SOFTWARE TERMS OF USE

These Terms of Use ("Terms") govern the use of the CourtControl software ("Software") licensed by 460 Tech, LLC, d.b.a. BEINCOURT ("BIC", "BEINCOURT", "we," or "us") to end users ("Customer," "you") for use in controlling courtroom audiovisual systems.

By executing a written order for the Software, you agree to be bound by these Terms.

1. LICENSE GRANT

BEINCOURT grants the Customer a non-exclusive, non-transferable, perpetual license, on a per-courtroom basis, to use the Software solely for internal operations within the licensed courtroom(s).

2. OWNERSHIP & RESTRICTIONS

The Software is owned by BEINCOURT and is protected by intellectual property laws. The Customer may not:

- Reverse engineer, decompile, or disassemble the Software
- Modify, adapt, or create derivative works from the Software
- Rent, lease, sublicense, sell, or otherwise distribute the Software

All rights not expressly granted to the Customer are reserved by BEINCOURT.

3. MAINTENANCE & SUPPORT

While the license is perpetual, continued access to software updates and technical support requires an active annual maintenance agreement.

- Support includes troubleshooting bugs and issues related specifically to the Software.
- Updates (including patches and feature enhancements) are only provided with an active maintenance agreement.
- If maintenance is not renewed, the Customer retains access to the last supported version but forfeits future updates and technical support.

4. INTEGRATION & USE

The Software is designed to integrate with audiovisual hardware, including but not limited to Crestron controllers and DSP systems. It is intended for on-premises installation only and does not store or transmit personal or court-sensitive data, nor does it connect to cloud-based services.

5. TERMINATION

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, BEINCOURT shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action



arising under the Agreement, and comply with any decision of the Contracting Officer. Upon termination, the Customer must cease use of the Software and uninstall all copies, unless otherwise agreed.

6. LIMITATION OF LIABILITY

To the maximum extent permitted by law, BEINCOURT shall not be liable for any indirect, incidental, special, or consequential damages arising out of the use or inability to use the Software. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

7. GOVERNING LAW & DISPUTE RESOLUTION

These Terms shall be governed by the Federal laws of the United States, without regard to its conflict of laws principles.

8. ENTIRE AGREEMENT

These Terms constitute the entire agreement between BEINCOURT and the Customer regarding the Software and supersede all prior or contemporaneous communications and proposals, whether oral or written.

9. CONTACT INFORMATION

For questions or support, please contact:

Philip Kiser, CTO
460 Tech, LLC / BEINCOURT
Email: philip.kiser@beincourt.com
Website: <https://www.beincourt.com>

10. SIGNATORIES

Each party, as evidenced by the signature below or electronic signature, as applicable, of its authorized representative, acknowledges that it has read and agrees to this Agreement in its entirety.

COURT

By: _____
Name: _____
Title: _____
Date: _____

460 TECH, LLC dba BEINCOURT

By: _____
Name: _____
Title: _____
Date: _____



DRAFT



EXHIBIT B: BILL OF MATERIALS AND FIRST-YEAR SERVICES

| Bill of Materials & Services | | | |
|--|--|-----------------------|-----|
| LINE# | ITEM DESCRIPTION | SKU | QTY |
| | Hardware | | |
| | TO BE FILLED IN AT TIME OF ORDER | | |
| | | | |
| Implementation Services - Software Configuration, Delivery, Professional Services | | | |
| | Freight | BIC-FREIGHT-CUSTOM | 1 |
| | BEINCOURT Remote Staging and Configuration service per unit | BIC-STAGE-CONFIG-UNIT | 1 |
| | BEINCOURT Project Management per unit | BIC-PS-PM-HOURLY | 1 |
| Support Services - Warranty & Support | | | |
| | BEINCOURT Hardware & Configuration Support and Warranty - 1Y | BIC-SUPPORT-HW-1Y | 1 |