

OPC GENERAL TERMS AND CONDITIONS (ALL PRODUCTS/SERVICES)

Effective May 1, 2016

1. Definitions

- “**Activation**” shall mean that the installation of a Monitor is substantially complete, the Monitor has been programmed with initial pressure parameters (etc.), and the Monitor is ready for operational testing and use.
- “**Agreement**” shall mean the One Plus Corporation Master Agreement, these General Terms, and the Addendums to these General Terms.
- “**Compactor Plus**” services shall include, as a combined service offering: the licensed use of OPC Equipment (e.g. Monitors); installation of such Equipment; and the provision of Monitoring Services.
- “**Equipment**” shall include Monitors and/or other hardware manufactured and/or sold by OPC, and all Firmware incorporated into such Monitors and/or hardware.
- “**General Terms**” shall mean these OPC General Terms and Conditions for all products and/or services.
- “**Monitor(s)**” shall mean the compactor monitor hardware manufactured and sold by OPC.
- “**Monitoring Services**” shall mean the Waste Edge / Waste View monitoring services provided by OPC. Monitoring Services do not include provision of Equipment or Monitors, or related hardware support.
- “**Party**” shall mean either OPC or the Customer, as applicable; and “**Parties**” shall mean OPC and the Customer, collectively.
- “**Services**” shall mean any services (e.g. installation, WasteView) included in an accepted Purchase Order.

2. Service Term/Renewal Term for Monitoring Services and Compactor Plus Services

- A. Term of Master Agreement. The term of the One Plus Corporation Master Agreement will begin on the Contract Date noted on the Master Agreement and will remain in effect until terminated by either Party in accordance with these General Terms.
- B. Service Term for Monitoring Services and Compactor Plus Services. Unless otherwise agreed in a PO, the service term for Monitoring Services and Compactor Plus Services will begin on the date of the PO and will remain in effect for the period specified on such PO, or, if not specified, for a period of thirty-six (36) months (hereafter the “Service Term”).
- C. Service Term Renewals. Unless otherwise agreed in writing, each Service Term will automatically renew for successive additional twelve (12) month periods (each a “Renewal Term”) unless the applicable PO is terminated by Customer in writing sixty (60) days prior to the end of the previous Service Term or Renewal Term. In conjunction with each Renewal Term, OPC will have the right to increase applicable service fees by an amount not to exceed 5% of the fees due in the previous Service Term or Renewal Term, upon notice thereof to Customer. Customer agrees that no additional purchase order or other documentation of any kind will be required for Renewal Terms.

3. Purchase Orders

- A. **PO Submission**: For each PO Customer should contact OPC and request a proposal to include all Equipment and/or Services that the Customer wishes to purchase. OPC will provide such proposal as soon as reasonably practicable. The Customer may thereafter place order(s) for such Equipment and/or Services by signing and returning the proposal to OPC, or (following Customer's receipt of each proposal) by submitting any of the following alternative documents. Customer may submit:
- (i) **OPC PO Form**: A written purchase order request substantially in the form as set forth in **Addendum 1** to these General Terms (OPC's standard PO form), or as otherwise provided by OPC, with all information completed by Customer;
 - (ii) **Customer PO Form**: A written purchase order request using Customer's purchase order form, if applicable, as long as such form incorporates the required transaction information (as detailed in Section 3.B. below) as a supplemental purchase instruction or otherwise; or
 - (iii) **Other (Equivalent) PO Document**: A written purchase order request document (e.g. a commitment/order letter) in a format that does not follow the format of **Addendum 1** but which does contain (in OPC's discretion) adequate and accurate transaction information.
- B. **Required Information**: All purchase order submissions (regardless of the form used) **must** reference the respective OPC proposal number, and must also include detailed information about: (i) the services/goods ordered, (ii) the entity for which the order is being placed, and (iii) all pricing (these terms are detailed in OPC's PO form and OPC's proposal(s), respectively). For the sake of clarity: Customer may, in its discretion, sign and return OPC's proposal alone or as part of its PO submission (as provided in Sections (i) – (iii) above); Customer will not be required to return the signed proposal if the appropriate proposal reference number and business terms are included in an alternative PO submission.
- C. **Acceptance Terms and Process**: In each case Customer's PO submissions will be subject to review and acceptance by OPC. Following acceptance by OPC the Customer's signed PO submission (and signed OPC proposal, if applicable) will be referred to as a "Purchase Order" (or "PO") under this Agreement. Each PO will be subject to all of the terms of this Agreement, and the terms of this Agreement will take precedence over contrary terms contained in any other purchase document or form. Each PO must include such information as is required by OPC; POs will not be effective until countersigned by OPC; and OPC will have the right to accept or reject any PO for any reason in its sole discretion.

4. Updates to OPC's General Service Pricing

Unless otherwise agreed in writing, OPC will have the right to issue updates to its standard price terms on an annual basis, starting on the second anniversary of the execution of this Agreement. Revised pricing will take effect upon delivery thereof in writing to Customer, and will be applicable to all new orders placed by Customer for Services under this Agreement. For the sake of clarity: All new orders placed by Customer after receipt of revised pricing terms (but not existing Services) will be subject to the new pricing terms.

5. Fees, Payments and Charges

- A. **Methods of Payment**. Payments can be made by Customer via ACH transmission, check or credit card. For each credit card payment Customer will pay an additional 3% (three percent) payment processing fee.

- B. Late Payments. Customer agrees to pay a late fee for all past due payments, in the amount of 5% (five percent) of the applicable fee or charge, per month that such charge/fees is past its due date.
- C. Due Dates. Unless otherwise agreed, all recurring payments will be due at the beginning of the applicable service period. For recurring monthly fees, payments will be due on the first of the month in which Services are to be provided; For recurring annual fees, payments will be due and payable not later than 30 days after the first day of the applicable contract year of the Service Term (or Renewal Term).
- D. Termination Fees.
- (i) **Removal of Monitors**. If Customer terminates a Purchase Order for Compactor Plus Services for any reason other than uncured default by OPC, Customer agrees to pay removal fees for the removal of each monitor. Unless the express terms of a Purchase Order specify different removal fees, Customer will be responsible for (and will pay upon demand) an Equipment removal fee equal to Five Hundred and Seventy Five dollars (\$575.00) per Monitor. OPC will recycle and/or dispose of the returned Monitor(s) and related E-waste at OPC's expense.
- (ii) **Service Termination Fees**. If Customer terminates a Purchase Order for Monitoring Services or for Compactor Plus Services for any reason other than uncured default by OPC, then, in addition to any other termination fees provided for by these General Terms, Customer agrees to pay service termination fees. Service termination fees will be the greater of: (a) the sum of the number of months remaining in the Service Term (or Renewal Term) multiplied by the applicable monthly service fee, or (b) the sum of the number of months remaining in the Service Term (or Renewal Term) multiplied by One Hundred dollars (\$100.00).

6. Ownership of Hardware/Equipment

Customer will not acquire any ownership, title or property rights in any Equipment, Software or Firmware; all title and ownership of such materials will remain exclusively with OPC. Customer will receive only such rights in Equipment, Software and Firmware as are expressly granted in these General Terms, a finalized PO, or other written agreement.

7. License(s) to Software and/or Firmware

Equipment may incorporate certain software or computer code assets owned by OPC (hereafter, "Firmware"), and the Services to be provided by OPC may be provided via and/or may include access to (either via the internet or via download) certain software, computer code or other intellectual property owned by OPC (hereafter collectively "Software"). Subject to full payment of all amounts due hereunder and under any applicable PO(s), OPC hereby grants to Customer a nonexclusive, royalty-free, revocable license to use the Firmware and/or the Software solely for the purposes specified in each applicable PO, and solely during the applicable Service Term (or Renewal Term) of Services. Such license will include access to any updates or improvements to Firmware and/or Software that OPC may develop and provide to its customers generally at no additional charge. Customer will have no title, ownership or other rights in any Firmware or Software, and will treat all such materials as confidential information. Customer will not copy, modify, reverse engineer or prepare derivative works of any such Firmware or Software, and will not use any such Firmware or Software for any use(s) other than the licensed uses authorized by this Agreement. Customer will have the right to sublicense the use of Firmware and/or Software solely as may be necessary to provide services to its customers as contemplated under this Agreement; and in no event will Customer be authorized grant greater or different license rights in any Software or Firmware than the rights granted by this Agreement.

If Customer is authorized to resell OPC Equipment or services, and Customer enters into a subcontract of any kind with a third party (an "End User") whereby Customer either (i) resells OPC Equipment or services to such End User, or (ii) uses OPC Equipment or services to provide service to such End User, then Customer must either include in the subcontract itself or otherwise provide to each third party the "Notification of End User License (EULA)" document that is attached to these General Terms as Addendum 2.

8. Responsibility for Customer Equipment, Utility Services, Compactors and Balers

Unless otherwise agreed, Customer will be solely responsible for the maintenance and repair of customer-owned Equipment. Failure by Customer to maintain such Equipment in good working order shall not be grounds for terminating a Purchase Order or this Agreement.

OPC shall not be responsible in any way for the supervision, operation or servicing of Customer's or Customer's customers' waste compactor(s), baler(s) or other equipment, or the premises on which such equipment is operated.

Unless otherwise agreed, OPC shall not be responsible for the installation of any utility service(s) (including power, wireless data connectivity, etc.) necessary to operate the Equipment or access the Services, nor for any utility service charges attributable to the operation of Equipment or Services. In no event will OPC guarantee that the wireless data transmission service provided by any third party carrier will be uninterrupted, unchanged, or error free. If a wireless carrier makes changes to their network or other service features, and such changes affect the wireless data service used to access a One Plus monitor or Services, Customer will be responsible for the cost of upgrading the One Plus Equipment to support the changed/upgraded cellular service. Upgrades/changes by wireless carriers are outside of OPC's control; However, OPC shall use reasonable efforts to provide Customer with ninety (90) days' notice prior to any scheduled carrier change/upgrade that will necessitate a hardware upgrade if OPC becomes aware that such upgrade/change is scheduled to occur.

9. Local Use Taxes

Customer will be responsible for any and all local, municipal and/or state taxes which shall be imposed upon the Equipment and/or Services during the applicable term of Services, and shall save and hold the OPC harmless from all liability in connection therewith.

10. Default

Customer shall be in default under this Agreement if Customer fails to pay any amounts due hereunder within 10 (ten) days after receiving written notice from OPC that Customer has not made the payments required by this Agreement within the time periods required by this Agreement. In the event of an uncured default hereunder OPC shall have the right to terminate the affected Purchase Order and/or this Agreement and shall be entitled to all remedies it may have under the law, without further notice, including the right to remove its Equipment during normal business hours.

11. Warranties, Limitation of Liability, Indemnification, Insurance

- A. Equipment Warranty. For a one (1) year period from date of delivery (the "Equipment Warranty Period"), OPC warrants that the Equipment provided to Customer pursuant to this Agreement shall be free from defects in material, manufacturing workmanship, and title, and that the Equipment will operate as described in all marketing and advertising materials provided to Customer (the "Equipment Warranty"). The Warranty also shall apply to any replacement part(s). Further, OPC warrants that all service repairs shall be free from defects in materials and workmanship for the greater of: (i) the balance of the Equipment Warranty Period, or (ii) ninety (90) days after the date the repair is completed. In satisfaction of its obligations under this section OPC will be responsible only for the cost of replacement parts or equipment, which OPC will ship to Customer; OPC will not be responsible for the cost of labor needed to repair defective

Equipment unless the defective unit is returned to OPC's manufacturing facility in Northbrook, Illinois (with shipping at Customer's expense). In addition, unless otherwise agreed, Customer will be responsible for all labor necessary to install replacement parts or reinstall replacement units or equipment.

B. Service Level Agreements for Monitoring Services and Compactor Plus Services; and Service Warranty.

- (i) Service Level Agreement. OPC guarantees that OPC's Software will be available 99% of the time in a given monthly billing period. Software shall be deemed available unless: (a) the Customer is not able to connect to the Software via the Internet during two or more consecutive ninety (90) second intervals, and such connection is not due to telecommunications or other issues that are not in the control of OPC, or (b) data stored on the Software becomes inaccessible to the Customer.
- (ii) Service Warranties. During each applicable Service Term or Renewal Term OPC warrants that Monitoring Services and Compactor Plus Services will operate: (a) as described in all marketing and advertising materials provided to Customer, (b) in accordance with any express functional requirements included in accepted Purchase Order(s), and (c) in accordance with the service levels specified in Section 11.A of these General Terms (collectively the "Service Warranty"). In the event that any service provided by OPC fails to satisfy these obligations OPC will, at its sole expense, take commercially reasonable steps to bring the affected service into compliance.

C. Limitations on Service Warranty. Except as set forth in paragraphs 11.A and 11.B above, as applicable, ALL SERVICES (INCLUDING WITHOUT LIMITATION FIRMWARE AND SOFTWARE) ARE PROVIDED BY OPC "AS IS" AND "AS AVAILABLE" AND ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. OPC DOES NOT WARRANT THAT: (i) THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR WILL BE AVAILABLE ON AN UNINTERRUPTED BASIS AT ANY PARTICULAR TIME OR LOCATION; (ii) ANY DEFECTS OR ERRORS CAN OR WILL BE CORRECTED; (iii) ANY FIRMWARE OR SOFTWARE IS OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND/OR (iv) THE RESULTS OF USING THE SERVICE WILL MEET CUSTOMER'S EXPECTATIONS OR REQUIREMENTS. OPC WILL NOT BE RESPONSIBLE FOR ANY LOSS OF (OR REPLACEMENT COST OF) DATA.

D. Liability Limitations. IN NO EVENT SHALL OPC, NOR OPC'S DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS OR PARTNERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES OR EQUIPMENT (INCLUDING WITHOUT LIMITATION SOFTWARE AND FIRMWARE): (I) FOR ANY LOST PROFITS, DATA LOSS, BREACH OF DATA SECURITY, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, OR FOR SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING); (II) FOR ANY DAMAGES OF ANY KIND CAUSED BY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN); (III) FOR ANY DIRECT DAMAGES IN EXCESS OF THE SUMS PAYABLE UNDER THE THEN-APPLICABLE TERM OF THE PO PURSUANT TO WHICH THE EQUIPMENT AND/OR SERVICES FROM WHICH THE LIABILITY ARISES WERE PURCHASED; OR (IV) FOR ANY AND ALL LIABILITIES ARISING FROM INJURIES OR DEATH TO ANY PERSON INCURRED BY CUSTOMER AND/OR ANY PERSON CLAIMING BY OR THROUGH CUSTOMER.

- E. Indemnification/Insurance by Customer. Customer expressly agrees to defend, indemnify and hold OPC harmless from and against any and all claims, losses or damages of any kind (“Claims”), including loss of or damage to property or injury to or death of any person or persons resulting from or arising in any manner out of Customer’s (or Customer’s customers’) operation of waste compactors, balers, or third party premises (collectively the “Premises Risks”), the misuse of any Equipment furnished under this Agreement, and/or for violation by Customer of any of the terms of this Agreement. Customer hereby expressly waives the right to bring any such Claim(s) against OPC based on any Premises Risk(s) and the misuse of Equipment furnished under this Agreement.
- F. Insurance Maintained by OPC. OPC shall carry and at all times maintain in full force and effect, at its sole expense, the following insurance coverages:
- (i) Workers’ Compensation and Employer’s Liability covering all of OPC’s employees with statutory Workers’ Compensation and Employer’s Liability Limits of \$1,000,000.00 USD (one million US dollars) per employee and per accident;
 - (ii) Commercial General Liability (occurrence form) including but not limited to, Bodily Injury, Personal Injury, Property Damage, mobile Equipment, Products and Completed operations, and Contractual Liability with a minimum limit of \$1,000,000.00 (one million US dollars) per occurrence; and
 - (iii) Umbrella Liability with minimum limits \$1,000,000.00 (one million US dollars) per occurrence.

12. Miscellaneous

- A. Business Purpose. Customer represents that the Equipment is used for business purposes and under no circumstances shall this Agreement be deemed or construed as a consumer contract.
- B. Agreement. This document shall constitute a legally binding contract by and between OPC and the Customer more particularly identified above and its respective heirs, successors and assigns in accordance with the terms and conditions set forth herein. This Agreement contains the entire Agreement of the parties and may be not changed, modified, terminated or discharged, except in writing signed by both parties. This Agreement shall control conflicting terms in any other document including but not limited to Customer-issued purchase orders.
- C. Notices. All notices permitted or required under this Agreement unless otherwise specified shall be in writing and shall be delivered in person or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.
- D. Assignment. This Agreement may be assigned by OPC in connection with any sale or transfer of all or substantially all of the assets of OPC. Otherwise, the Agreement shall not be assigned by either party without the consent of the other party, which will not be unreasonably withheld.
- E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois (not including any conflict of law provisions of the state of Illinois), and no action involving this Agreement may be brought except in the Circuit Court of Lake County, Illinois or the United States District Court for the Northern District of Illinois. Each party hereby consents to the exclusive personal jurisdiction and venue of such courts.
- F. No Waiver of Rights. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

- G. Right of Entry, and Cooperation. Customer agrees that, upon reasonable notice, if OPC is providing services that require on-site presence (e.g. installation, maintenance, upgrade, repair of Monitors), Customer will provide OPC personnel (staff and authorized contractors) with access to all relevant site locations during normal business hours for the purpose of providing such services, and Customer will also provide reasonable cooperation to OPC's staff in the performance of such services.
- H. Proprietary Markings. Neither Party shall remove any trademark, trade name, copyright notice, patent marking, confidentiality, or other proprietary rights notice or marking from any materials provided to it by the other Party in connection with this Agreement.

Addendum 1 to General Terms

OPC Purchase Order Form

PO Form Submission Date	OPC Proposal Number
Customer - Company/Entity Name	Customer - Contact/Representative
Billing Address (1)	Email and Telephone #
Billing Address (2)	Customer FEIN

This purchase order request form is submitted by the Customer identified above, and, upon acceptance by OPC, is and will be a Purchase Order subject to all of the applicable terms and conditions of the Master Agreement. The Master Agreement shall mean the _____ <title of Master Agreement> as signed by OPC and Customer effective ____ <insert date>.

A. General: This Purchase Order includes the following products/services (please check the applicable category(ies)):

- Purchase of OPC Hardware/Equipment** (including the One Plus Monitoring System)
- Subscription to Waste Edge/Waste View Services** (including OPC's internet-based compactor status monitoring/reporting services).
- Subscription to Compactor Plus Service Plan** (includes licensed use of OPC monitor equipment combined with Waste Edge/Waste View monitoring/reporting services).
- Custom Software Integration** (e.g. development of a customized interface to the Waste Edge/Waste View system).
- Resale/Distribution of OPC Hardware/Software/Services** (requires supplemental addendum)

B. Term of Services (if applicable): Start: _____ End

C. Time Extension/Amendment: Does this Purchase Order include a time extension and/or other amendment to a previous contract or OPC Purchase Order?

- Yes*
- No

* If yes, then submission of this PO will indicate agreement that the previous PO and/or applicable contract terms will be cancelled as of the effective date of this PO.

D. Specific Product/Service Request Details (including requested delivery locations, etc., as may be applicable):

E. Site locations for all Monitors/Equipment:

1. _____
2. _____
3. _____
4. _____
5. _____

F. Charges/Fees for Products/Services:

- 1. As set forth in OPC Proposal (signed copy attached)
- 2. Pricing as set forth below (subject to OPC review):

Service/Product	# Units	Unit Price/Fees	Term (if appl.)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



Submitted by:

Accepted by:

Customer

One Plus Corp.

By (signature)

By (signature)

Printed name

Printed name

Title

Date

Title

Date

Addendum 2

Notification of End User License Agreement (EULA)

For all One Plus Corporation Software and Firmware

Please be aware that certain services and/or products sold by One Plus Corp (an Illinois corporation) use, contain, or may otherwise provide access to (or use of) software, firmware and/or other proprietary materials (hereafter "**Proprietary Materials**") that are owned by One Plus Corp. These Proprietary Materials are made available to you subject to the terms of an End User License Agreement ("**EULA**"), which One Plus Corp. maintains at the link referenced below. Your use and/or access to all such Proprietary Materials is subject to the terms of the EULA; and if you use and/or access the Proprietary Materials, you are agreeing to the terms of the EULA, as it may be amended from time to time.

The EULA can be found at:

http://onepluscorp.com/wp-content/uploads/OnePlusCorp_EndUserLicenseAgreement.pdf

Please contact One Plus Corp if you have any concerns or questions relating to the EULA. If you have any questions or concerns, you can contact one Plus Corp via the following contact information:

One Plus Corp.
3182 Mac Arthur Blvd.
Northbrook, IL 60062

T. 847-498-0955

F. 847-498-1570

info@oneplus.com