

Prism Controls, Inc.

Standard Terms of Sale (including Limited Warranty)

All sales by PRISM CONTROLS, INC. (“**Prism Controls**”) are made on the following terms and conditions, including without limitation the limited warranty set forth below (collectively, these “**Terms of Sale**”).

In these Terms of Sale, (A) any equipment, parts, components, software, products, goods or other deliverables sold, leased or licensed by Prism Controls to Customer are referred to individually and collectively as “**Equipment**”; any commissioning services, design services or other services sold by Prism Controls to Customer are collectively called “**Services**”; (C) the original purchaser is referred to as “**Customer**”; and (B) the Customer and the first end user of the Equipment (if different) are referred to jointly and severally as “**Customer/First End User**”.

These Terms of Sale comprise part of the overall Agreement between Prism Controls and Customer (as the term “**Agreement**” is defined in Paragraph 17 below). Paragraph 16 includes terms that are applicable to Customer/First End User (i.e., terms that are applicable to both Customer and the first end user).

1. **Agreement.** If Customer has not otherwise agreed to these Terms of Sale, then Prism Controls' delivery of Equipment or providing of Services shall constitute Customer's agreement to these Terms of Sale. Prism Controls objects to and will not agree to any terms that are additional to or different from these Terms of Sale.
2. **Payment Terms.** Unless otherwise agreed or specified by Prism Controls, payment terms to Prism Controls are as follows: (A) twenty percent (20%) of the total contract amount is due at time of order; (B) seventy percent (70%) of the total contract amount (or each house in multi-house contracts) will be invoiced upon first substantial shipment and due net 30 days from invoice date; and (C) ten percent (10%) of the total contract amount will be invoiced upon last substantial shipment and due net 30 days from invoice date. If at any time Prism Controls determines in good faith that Customer's financial condition does not justify extending credit, or if Customer at any time fails to pay an invoice on a timely basis or otherwise defaults on any indebtedness or obligation to Prism Controls, then Prism Controls may require (x) immediate payment of all existing amounts owing to Prism Controls; and (y) immediate payment in advance for all future shipments of Equipment and all future Services. Any invoice or other obligation that is not paid when due shall accrue a finance charge of 1.0% per month or the maximum amount permitted by law, whichever is less. Customer may not offset or recoup any claim against amounts due Prism Controls. Unless otherwise specified by Prism Controls, all payments shall be made in U.S. Dollars. Prism Controls shall be entitled to recover from Customer all of Prism Controls' actual attorney fees and other costs and expenses incurred (i) in collecting any amounts owed by Customer to Prism Controls; (ii) in enforcing Prism Controls' rights under these Terms of Sale or the Agreement; and/or (iii) defending any claim by Customer against Prism Controls if Prism Controls prevails in whole or in part.
3. **Delivery, Risk of Loss and Transfer of Title.** Unless Prism Controls has agreed otherwise in writing, the Equipment shall be delivered (A) Ex Works (EXW Incoterms) Prism Controls' facility; or (B) Ex Works (EXW Incoterms) the point of origin of the Equipment if the Equipment is shipped directly to Customer from a third party. Title to each item of Equipment shall pass to Customer upon tender of delivery of such item to Customer as provided above, and risk of loss shall pass in accordance with the applicable shipping term (Incoterm). Shipping, delivery and performance dates are estimates only, and time is not of the essence for Prism Controls' obligations. Prism Controls may deliver all the Equipment at one time or in installments from time to time.
4. **Taxes; Tariffs.** Unless Prism Controls has otherwise agreed in writing, Prism Controls' price does not include (A) any sales, value-added, excise, use or other taxes; or (B) any tariffs, customs or duties. Customer shall be liable for all amounts referenced in the preceding sentence.
5. **Unavoidable Delay (Force Majeure).** If Prism Controls is not able to deliver the Equipment to Customer or provide the Services on a timely basis because of anything Prism Controls cannot reasonably control (such as acts of God, weather conditions, governmental actions or laws/regulations, casualty, labor trouble, accidents, unavailability of supplies or transportation, pandemic, epidemic, actions of Customer or those under its control), then the estimated delivery or performance time shall be extended in the amount of time to be determined by Prism Controls in good faith, and Prism Controls shall not be liable to Customer or any third party for any damages caused by the delay.
6. **Changes.** Prism Controls shall have the right to make design or engineering changes in the Equipment, processes and methods of manufacture, but Prism Controls will not, without Customer's prior approval, make any changes in operational or dimensional specifications that Customer submits. Prism Controls is not required to accept any changes from Customer. If Prism Controls does accept changes from Customer, however, Prism Controls shall be entitled to additional compensation in the amount specified by Prism Controls, which amount shall not be less than Prism Controls' additional costs plus profit margin. The preceding sentence shall apply regardless of whether Customer issues a change order or not. In the event that Customer or those under its control causes a delay or other increased costs to Prism Controls, then Prism Controls shall be entitled to additional compensation in the amount determined by Prism Controls in good faith, which amount shall not be less than Prism Controls' additional costs plus profit margin. Typographical, clerical or calculation errors by Prism Controls in quotations or other documents are subject to correction.

7. **Solvency, Security Interest and Mechanic's Lien.**

- A. Customer represents and warrants that Customer is and will be solvent. Such representation is deemed made at each time that Customer orders Equipment or Services and at each time that Equipment or Services are delivered or provided.
 - B. In order to secure payment of all amounts which or may become due in the future from Customer to Prism Controls, Customer hereby grants to Prism Controls (i) a continuing purchase money security interest in the Equipment now or hereafter purchased by Customer from Prism Controls, together with all proceeds of the foregoing.
 - C. Customer agrees that Prism Controls may file and record a mechanic's lien and/or construction lien against the real property on which any of the Equipment is located or on which the Services are performed.
 - D. Customer agrees to execute any necessary instruments to perfect Prism Controls' security interest in and lien on the Equipment. Prism Controls shall be entitled to all rights and remedies of a secured party under applicable law.
8. **Permits, Compliance and Licensing.** Prism Controls is not responsible for obtaining any permit, inspection or license that is required for installation or operation of the Equipment. To the extent required by applicable law, Customer or Customer's licensed engineer, architect or contractor shall be responsible for obtaining all permits, authorizations or approvals necessary to install or use the Equipment.
9. **Safety Features.** Customer shall install and operate the Equipment properly and according to Prism Controls' instructions and shall not remove or change any safety device, warning, operating instructions or software configurations related to alarms or safety of animals or people. Any such actions void Prism Controls' Limited Warranty. Customer agrees to defend and indemnify Prism Controls from any and all claims, liabilities and damages (including reasonable attorney fees) arising out of or related to any breach of the foregoing or any modifications or changes made by Customer to the Equipment.
10. **Quantities; Damaged Equipment.** Any claim by Customer that Prism Controls failed to deliver the agreed-upon quantity of Equipment, or that any of the Equipment was damaged due to the fault of Prism Controls, must be submitted to Prism Controls in writing within 30 days after Customer receives the Equipment. If Customer fails to do so, then it shall be conclusively presumed that the proper quantity was delivered and that the Equipment was not damaged due to any fault of Prism Controls.
11. **Intellectual Property, Confidentiality and Data.** All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software and other works and matters that Prism Controls creates or develops in the course of Prism Controls' design, development or manufacture of the Equipment or performance of the Services and all drawings and specifications that Prism Controls provides to Customer (collectively, "**Intellectual Property**") shall be Prism Controls' sole property, and Customer assigns, and agrees to assign, to Prism Controls all right, title and interest that Customer now has or in the future acquires in the Intellectual Property. Customer shall not disclose or use any of the Intellectual Property or any information about Prism Controls' business, operations or activities, except to the extent necessary for Customer to use the Equipment or Services.

Customer acknowledges and agrees that Prism Controls may have remote access or other access to data arising out of or related to Customer's use of the Equipment ("**Data**"). Customer agrees that Prism Controls may use the Data in connection with providing support or assistance to Customer related to the Equipment or Services. Further, Customer hereby grants to Prism Controls a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable (directly and indirectly), transferrable, perpetual and irrevocable license to anonymize the Data and use such anonymized data ("**Anonymized Data**") for Prism Controls' business purposes or any other legally permissible purpose.

12. **Termination.**

- A. Customer does not have any right to terminate or cancel its order or agreement to purchase the Equipment or Services from Prism Controls. If, however, Prism Controls agrees in writing to permit termination or cancellation, then Customer shall immediately pay to Prism Controls a termination/cancellation charge in the amount specified by Prism Controls, which amount shall not be less than Prism Controls' calculation of its losses and damages (including lost profit and lost revenue) due to the termination/cancellation. Prism Controls may also retain any deposit that Customer has paid to Prism Controls.
- B. If Customer fails to pay or perform any indebtedness or obligation that Customer at any time owes to Prism Controls, then Prism Controls may, in addition to all other remedies available to Prism Controls, terminate any or all outstanding contracts or orders and pursue money damages against Customer for the losses and damages that have been or will be incurred by Prism Controls.

13. **Indemnity.** Customer shall defend, indemnify and hold harmless Prism Controls, its affiliates and all of their respective employees, agents and representatives from and against all claims, damages, losses, liabilities and expenses (including without limitation actual attorney fees and costs) that Prism Controls incurs arising out of or resulting from (A) Customer's breach of any of Customer's obligations under this Agreement; or (B) any negligent acts or omissions or intentional misconduct by Customer or those under its control.
14. **Additional Terms regarding Commissioning Services.** If Prism Controls is performing commissioning services, then the terms set forth in the attached **Exhibit A** shall apply to such commissioning services.
15. **Additional Terms regarding ThERM™.** If the Equipment or Services that Prism Controls is providing relates in part or in whole to ThERM™, a fire mitigation product, service and system developed by Prism Controls, then the terms set forth in the attached **Exhibit B** shall apply to the extent related to ThERM™.
16. **Independent Contractor Issues.** Prism Controls is and shall remain an independent contractor. Neither Customer nor Prism Controls may bind the other party contractually or in any other manner. Prism Controls is not responsible for any of Customer's obligations or liabilities. Prism Controls reserves the right to reject any of Customer's subcontractors (such as electrical subcontractors).
17. **Complete Agreement; Amendment; No Assignment.** The terms in Prism Controls' quotation/proposal/offer, Prism Controls' order confirmation (if any) and these standard Terms of Sale (which, for clarity, include the Limited Warranty and other terms in Paragraph 18 below) contain the entire agreement between Customer and Prism Controls, all of which will be referred to collectively as "**the Agreement**" or "**this Agreement**". None of the terms on Customer's purchase order or any other Customer document shall apply. Any amendment or change to this Agreement must be by a writing signed by an authorized officer of Prism Controls. Customer may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Prism Controls, which may be withheld or conditioned in Prism Controls' sole discretion.

18. Limited Warranty and Other General Terms Applicable to Both Customer and First End User.

This Paragraph 18 includes Prism Controls' Limited Warranty to Customer/First End User and also includes other general terms (many of which are unrelated to warranty) that apply to Customer/First End User.

A. Limited Warranty

Prism Controls provides this Limited Warranty to the Customer/First End User only and not to anyone else. Prism Controls warrants to the Customer/First End User that each item of Equipment manufactured solely by Prism Controls (each such item of Prism Controls-manufactured Equipment will be referred to separately and collectively as "**Prism Controls Manufactured Equipment**") will be free from defects in material or workmanship under normal and intended use, conditions and service for a period of one (1) year from the delivery date of each such item of Prism Controls Manufactured Equipment. Prism Controls Manufactured Equipment shall not be defective to the extent that (i) it conforms to drawings, specifications or samples that have been approved by Customer/First End User; (ii) it conforms with goods, testing results, dimensional layouts or manufacturing methods that have been submitted and approved by Customer/First End User; or (iii) it conforms to the specifications as changed or waived if Customer/First End User agrees, either orally or in writing, to the change in or waiver of specifications for any Prism Controls Manufactured Equipment.

Prism Controls warrants to the Customer/First End User that the Services will comply with all applicable laws and regulations in effect at the time of contracting. Further, to the extent required by applicable law, Customer/First End User or Customer's/First End User's licensed engineer, architect or contractor shall be responsible for obtaining all permits, authorizations or approvals necessary to install the Equipment.

B. Exclusive Remedy

In the event of a defect in any item of Prism Controls Manufactured Equipment (including a defect in any part or component of such item) that constitutes a breach of the warranty provided above, Prism Controls will at its option either (i) repair or replace such defective item at no charge; or (ii) in lieu of repair or replacement, refund to Customer/First End User the purchase price paid to Prism Controls for such defective item less the reasonable value of Customer's/First End User's use of such item. If any item of Prism Controls Manufactured Equipment is defective and Prism Controls provides Customer/First End User with a repaired or replacement item (including any part or component of such item), then Customer/First End User will be responsible for the labor associated with installing the repaired or replacement item (including any part or component) unless Prism Controls determines that it is necessary for Prism Controls to provide the installation due to its complexity. Prism Controls may require the return of the allegedly defective item to Prism Controls, freight prepaid by Customer, and proof that the allegedly defective item was not subject to misuse, abuse or other conditions that would void the warranty. If Prism Controls determines that the item in question is not defective, such item may be returned to Customer/First End User at Customer's/First End User's expense.

In the event Prism Controls provides Services constituting a breach of the warranty provided above, Prism Controls will at its option either (i) correct or redo the defective Services at no charge; or (ii) refund to Customer/First End User the price paid by Customer/First End User for the defective Services.

THE REMEDIES SET FORTH ABOVE SHALL BE CUSTOMER'S/FIRST END USER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY DEFECT IN THE Prism Controls MANUFACTURED EQUIPMENT OR THE SERVICES.

C. Additional Exclusions, Limitations and Conditions

Prism Controls' limited warranty is subject to the following additional exclusions, limitations and conditions:

- Prism Controls makes no warranty for the following: (i) any Equipment that is not Prism Controls Manufactured Equipment, although such non-Prism Controls Manufactured Equipment may be covered by separate warranties of the respective manufacturers, and upon request Prism Controls agrees to assign whatever rights it may have under such warranties to Customer; (ii) the design of buildings, equipment, components or systems; (iii) the security of Prism Controls' software, and nothing in this limited warranty should be construed as preventing the possibility of the software or the Equipment being altered or hacked by a third party; or (iv) any Equipment that is sold or otherwise transferred by Customer/First End User to a third party.
- The warranty coverage is void and does not apply if (i) Prism Controls did not supply all components of the system in which the Equipment is incorporated; (ii) the Equipment was not purchased from and installed by Prism Controls or a Prism Controls authorized distributor; (iii) the Equipment was not installed or operated in accordance with Prism Controls' specifications and instructions; (iv) any delivered or installed Equipment was not stored or located in a covered and secure facility, or if at any time such Equipment became subject to the elements for any reason; (v) there was any alteration, repair or modification of the Equipment by any person or entity other than with Prism Controls' prior written consent; (vi) the Equipment was subject to abuse, misuse, mishandling, accident or was damaged; (vii) Customer/First End User failed to properly repair or maintain the Equipment; (viii) the Equipment was used in connection with other non-approved equipment; (ix) after the original installation, the Equipment was moved to a new location (including a new location in a different building or a new location inside the same building); (x) Customer/First End User has breached any of the terms of this limited warranty, Prism Controls' standard Terms of Sale or any other agreement with Prism Controls; (xi) Prism Controls has not been paid in full for the Equipment or the Services; (xii) Customer/First End User sold or otherwise transferred the Equipment; or (xiii) Customer/First End User removed or changed any safety device, warning, operating instructions or software configuration that Prism Controls placed on, was included with, the Equipment.
- Prism Controls does not warrant that use of the software in the Equipment will be uninterrupted or error-free.
- Unless Prism Controls otherwise agrees in writing, Prism Controls does not warrant that the Equipment will conform to any laws, ordinances, regulations, codes or standards.
- The Equipment may include alerts or alarms for the purpose of identifying failures or problems in production or other processes. Customer/First End User must have multi-layers of alert/alarm redundancy for the health and safety of its animals and for protection of Customer/First End User's property. Prism Controls shall not be liable to Customer/First End User or any third party for any actual or alleged failure of the Equipment to provide an alert or alarm if Customer/First End User does not have multi-layers of alert/alarm redundancy.
- Prism Controls makes no warranty regarding production results (by way of example, Prism Controls does not provide a warranty as to the size or production level of the animals, how fast the animals will grow, or how productive the animals will be).

EXCEPT AS EXPRESSLY STATED IN THIS LIMITED WARRANTY, Prism Controls DOES NOT MAKE ANY WARRANTY AS TO THE EQUIPMENT (INCLUDING THE Prism Controls MANUFACTURED EQUIPMENT) OR Prism Controls' SERVICES. IN PARTICULAR, Prism Controls DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER/FIRST END USER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE EQUIPMENT AND SERVICES.

Neither Customer/First End User nor any other person may modify or expand the limited warranty provided herein, change or waive any of the exclusions or limitations, or make any different or additional warranties with respect to the Equipment or the Services. Any statements to the contrary are hereby rendered null and void unless expressly agreed to in writing by an authorized officer of Prism Controls.

Customer/First End User's rights and obligation under this Limited Warranty may not be assigned or delegated to a third party by Customer/First End User without the prior written permission of Prism Controls, which may be withheld in Prism Controls' sole discretion. If Prism Controls does provide such prior written permission, then on any resale or transfer of the Equipment, Customer/First End User shall contractually limit its buyer's or transferee's rights and remedies against Prism Controls to the same extent as Customer/First End User's rights and remedies are limited in this Limited Warranty and in Prism Controls' standard Terms of Sale. If Prism Controls does not provide such prior written permission, then on any resale

or transfer of the Equipment, Customer/First End User shall contractually exclude any and all liability of Prism Controls to the buyer or transferee, whether under this Limited Warranty or otherwise.

D. Other Provisions Applicable to Customer/End User

The terms in this subparagraph (D) are general terms applicable to Customer/End User and may not be related to warranty.

i. Limitation of Liability

Prism Controls SHALL NOT BE LIABLE TO CUSTOMER/FIRST END USER OR ANY THIRD PARTY IN CONTRACT, TORT OR OTHERWISE FOR:

- ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOST OR DAMAGED DATA, OR LOSSES RELATED TO ANIMALS, ARISING OUT OF OR RELATED TO THE EQUIPMENT, THE SERVICES OR THIS AGREEMENT; OR
- ANY ILLNESSES, INJURIES, DAMAGES, DEATHS, LOSSES OR OTHER CONDITIONS OF ANIMALS OR ANY ALLEGED LACK OF PRODUCTIVITY WITH RESPECT TO THE ANIMALS; OR
- ANY DAMAGE, LOSS OR DESTRUCTION TO REAL PROPERTY OR PERSONAL PROPERTY CAUSED OR ALLEGEDLY CAUSED BY THE EQUIPMENT OR THE SERVICES.

IN ADDITION TO THE LIMITATIONS SET FORTH ABOVE, Prism Controls' LIABILITY TO CUSTOMER/FIRST END USER RELATED TO THE EQUIPMENT, THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER/FIRST END USER TO Prism Controls FOR THE SPECIFIC ITEM(S) OF EQUIPMENT OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM BY CUSTOMER/FIRST END USER AGAINST Prism Controls. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF ANY THEORY OF RECOVERY BY CUSTOMER/FIRST END USER, INCLUDING CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE.

ii. Time for Bringing Action; Other Limitation regarding Claims.

Any claim that Customer/First End User brings against Prism Controls for breach of the Agreement (which includes these Terms of Sale) or for any other claim that arises out of or relates to the Equipment, the Services or the Agreement must be filed within the court specified below on or before the earlier of (A) twelve (12) months after the claim accrues; or (B) twenty-four (24) months after the delivery (or the providing of) the particular item of Equipment or Services giving rise to the claim. Any claim that is not filed in compliance with the preceding sentence is deemed waived and shall be forever barred.

Customer/First End User acknowledges that Prism Controls is the supplier of the Equipment and Services. Customer/First End User waives and releases any and all existing and future claims that Customer/First End User has or may in the future have against Prism Controls' related companies (parent companies, subsidiaries and affiliates) and/or against the employees, agents, representatives or contractors of Prism Controls or such related companies.

iii. Governing Law and Venue.

This Limited Warranty, the Terms of Sale and the Agreement shall be governed by and interpreted according to Michigan law, excluding conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute that arises out of or relates to the Equipment, the Services, the Terms of Sale or the Agreement shall be brought exclusively in any federal or state court located in, or whose jurisdiction includes, Kent County or Ottawa County, Michigan that has jurisdiction of the subject matter. Customer/First End User irrevocably consent and agree that any such court shall have personal jurisdiction and venue over Customer/First End User and waives any objection that such court is an inconvenient forum.

iv. Waiver of Jury Trial.

CUSTOMER/FIRST END USER AND Prism Controls WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL ARISING OUT OF OR RELATED TO THE EQUIPMENT, THE SERVICES OR THIS AGREEMENT. THIS WAIVER OF A JURY TRIAL IS IRREVOCABLE.

EXHIBIT A

ADDITIONAL TERMS REGARDING COMMISSIONING SERVICES

1. Scope of Commissioning Services. Unless otherwise agreed by Prism Controls, all commissioning services provided by Prism Controls shall be charged at Prism Controls' standard hourly rates for the appropriate personnel, plus transportation costs, lodging and food. The scope of Prism Controls' commissioning services are limited to the supervision of or connection of low voltage cabling to the Equipment, and the configuration, startup and testing of the Equipment. Prism Controls is not responsible for the physical installation of the Equipment including mounting, wiring, or interconnection with any device not included in the Equipment. Prior to Prism Controls technicians arriving at the job site, Customer shall prepare the installation area to comply with the specifications and drawings supplied by Prism Controls. Customer shall ensure that all physical mounting of the Equipment, cables, wires, tubing, piping, sensors, motors and other interconnecting material or peripheral devices supplied by others shall be in place and comply with industry standards. Customer further agrees to the following:
 - 1.1. Customer shall be responsible for installation of all utilities and required services, such as wires, scales, water meters, thermostats, electricity, water, light and all sensing controlling equipment in accordance with industry accepted means.
 - 1.2. All wiring runs shall be completed by licensed electricians and contractors. Prism Controls requires that all wiring have adequate labeling, shielding and cable length. Prism Controls is not responsible for replacing or waiting for replacement of any wiring or cable that does not meet standard industry requirements or requirements specified by Prism Controls. Any variations from the cabling specified in the cable pull list must be approved by Prism Controls engineering prior to commissioning.
 - 1.3. All control voltage extensions must be pre-terminated with labels on the Prism Controls terminal strips.
 - 1.4. All shields must be preserved and correctly isolated from others until the point of termination.
 - 1.5. All "strip backs" for cabling must be kept to industry standard minimums necessary for splicing.
 - 1.6. Any equipment (including devices) supplied by others that cannot be placed in the location specified or agreed to by Prism Controls must have appropriate extensions between the actual location and the Prism Controls design location and those extensions must be labeled on each end.
 - 1.7. All wiring connections must be made according to code and industry acceptable means.
 - 1.8. All labeling and numbering must be completed corresponding with Prism Controls' drawings.
2. Equipment Supplied by Others. Prism Controls is not responsible for other vendors or existing equipment functionality or fit for purpose. All equipment that is supplied by others or being reused must be properly operational prior to Prism Controls commissioning. Prism Controls will not transfer any existing functions onto Prism Controls systems if any of the equipment supplied by others is not operable. Any delays arising from a lack of operability, the need for repair, or repeated testing will require a change order and result in additional cost and time.
3. Onsite Support. Customer must provide adequate support to Prism Controls technicians while they are at the job site to ensure they have meaningful work to accomplish during the entire duration of the commissioning period. Any downtime waiting for Customer or any of its other contractors or subcontractors to complete necessary work will require a change order and result in additional cost and time. Adequate support includes but is not limited to:
 - 3.1. A decision level maintenance or technical person from Customer and/or the owner must be available for consult during working hours.
 - 3.2. Customer must provide adequately skilled labor to support any work requiring multiple people in separate locations such as placing sensors, testing wire connections or troubleshooting device operation, etc.
 - 3.3. Customer must provide operable communications method (such as radios) to facilitate remote communication for work specified in Paragraph 3.2 above.
 - 3.4. In the event that animals are already in the barn during Prism Controls commissioning, Customer and/or the owner must make provisions to keep the animals safe during the commissioning.
4. Customer Acceptance Commissioning Release. Upon acceptable completion of the commissioning, an authorized representative of Customer and, if different, the owner of the project ("**Owner**") shall sign Prism Controls' Certificate of Completion signifying their acceptance of the services provided and that the Prism Controls technician(s) have performed the commissioning of the Equipment acceptably and in accordance with Prism Controls specifications and drawings and Customer and Owner expectations and requirements. Any items not completed satisfactorily will be noted on the Certificate of Completion and a subsequent visit scheduled as necessary.

EXHIBIT B

ADDITIONAL TERMS REGARDING ThERM™

These additional terms apply to the ThERM™ product, service and system (collectively, “ThERM Product”) offered by Prism Controls.

Assumption of Risk

Customer acknowledges and agrees that using the ThERM Product involves risk to Customer and its business operations and Customer agrees to assume all such risk. For example:

- Even when the ThERM Product is performing properly, there could be the loss of some or all of Customer’s flock because the ThERM Product is designed to shut down ventilation (which may kill the flock but may preserve buildings and equipment).
- It is possible there could be a false reading, in which case the ThERM Product may shut down ventilation when it should not be shut down, resulting in a potential loss of some or all of Customer’s flock.
- It is possible that the ThERM Product may not detect a potential fire in time to save the flock, the buildings and/or the equipment.

Customer acknowledges and assumes all of the risks associated with the ThERM Product, including those risks set forth above. Customer acknowledges and agrees that use of the ThERM Product is at Customer’s sole risk. Customer also acknowledges and agrees that there is no guarantee that the ThERM Product will perform properly in every circumstance and that Customer must maintain adequate insurance and be diligent in utilizing other ways in protecting Customer’s investment in its flock, buildings and equipment.

Prism Controls does not warrant that the ThERM Product will be uninterrupted or that defects in the ThERM Product will be corrected. No oral or written information or advice given by Prism Controls or its authorized representative shall create any warranty.

Further Limitation of Liability

IN ADDITION TO THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN Prism Controls’ STANDARD TERMS OF SALE, THE FOLLOWING TERMS APPLY:

- IN NO EVENT SHALL Prism Controls BE LIABLE (A) FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OR DESTRUCTION OF FLOCKS, ANIMALS, BUILDINGS OR EQUIPMENT; OR (B) FOR LOST PROFITS OR LOST REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO CUSTOMER’S USE OR INABILITY TO USE THE ThERM PRODUCT. THIS LIMITATION APPLIES REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF Prism Controls HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES OR LOSSES.
- IN NO EVENT SHALL Prism Controls’ AGGREGATE LIABILITY TO CUSTOMER FOR ALL DAMAGES AND LOSSES RELATING TO THE ThERM PRODUCT EXCEED THE AMOUNT PAID BY CUSTOMER TO Prism Controls FOR SIX (6) MONTHS OF THE ThERM PRODUCT.