

LEAGUE OF OREGON CITIES**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and DIRTT Environmental Solutions, Inc. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Commercial Grade Furniture Purchase, Lease, and Rental, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Commercial Grade Furniture Purchase, Lease, and Rental the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2500 for Commercial Grade Furniture Purchase, Lease, and Rental; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2500 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA25420, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for four (4) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original four (4) year term, this Agreement shall automatically extend for a one (1) year period; ("Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment E) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, E, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

5.5 Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Purchaser and other additional insureds for losses paid under the insurance policies required by this Agreement. The waiver must apply to all deductibles and/or self-insured retentions applicable to the necessary insurance that the Vendor maintains.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

DIRTT Environmental Solutions, Inc.
7303 30 Street SE
Calgary Alberta Canada T2C-1N6
ATTN: Chantal Thorell
Email: cthorell@dirtt.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

ARTICLE 20 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 21 - INCORPORATION; ENTIRE AGREEMENT

21.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

21.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 22 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 23 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 24 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

ARTICLE 25 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signed by:
Signature: Patricia M. Mulvihill
0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: January 26, 2026 | 6:15 AM PST

VENDOR:

Signed by:
Signature: Fareeha Khan
E102C7CA6D654B2...

Printed Name: Fareeha Khan

Title: CFO
DIRTT Environmental Solutions, Inc.

Dated: January 25, 2026 | 5:58 PM PST

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

RCS (Price List) Value	DIRTT Walls RCS	DIRTT Power RCS	DIRTT Networks RCS	DIRTT Casework RCS
\$0 - \$50,000.00	1%	1%	1%	1%
\$50,001.00+	11%	2%	1%	1%

* Not all items are discountable

* The above discounts will be provided by DIRTT based on their pricing plans produced in the most current version of ICE Software

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor’s authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor’s authorized dealers and distributors, as applicable, may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

REQUIREMENTS FOR PROCUREMENTS UTILIZING FEDERAL FUNDS AND GRANTS

Summary of Key Provisions for Participating Agencies Utilizing U.S. Federal Funds

Participating Agencies acquiring goods or services through this contract using United States federal grants or FEMA funding are subject to specific requirements, including those outlined in 2 C.F.R. § 200. Additional stipulations may apply based on the source of funding. For reference, “federal” pertains exclusively to the United States federal government.

The following provisions are applicable solely when a Participating Agency procures Vendor equipment, products, or services with United States federal funds:

A. Equal Employment Opportunity

Contracts classified as “federally assisted construction contracts” under 41 C.F.R. § 60-1.3 must incorporate the Equal Opportunity clause pursuant to 41 C.F.R. § 60-1.4(b), ensuring compliance with Executive Order 11246 (as amended) and relevant Department of Labor regulations. This provision is included by reference.

B. Davis-Bacon Act, as Amended (40 U.S.C. § 3141-3148)

Prime construction contracts exceeding \$2,000 require adherence to the Davis-Bacon Act and related Department of Labor regulations (29 C.F.R. § 5). Contractors must pay at least the prevailing wage determined by the Secretary of Labor, with weekly payments mandated. Each solicitation must feature the current wage determination, and any violations must be reported to the awarding agency. Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145; 29 C.F.R. § 3) is also required.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708)

Contracts exceeding \$100,000 involving mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, and 29 C.F.R. § 5. Wages must reflect a standard 40-hour work week, with overtime compensated at no less than one and a half times the basic rate. Workers must not be subjected to hazardous or unsafe conditions. These rules exclude supply purchases and transportation contracts. The Vendor confirms compliance throughout the contract duration.

D. Rights to Inventions Made Under a Contract or Agreement

If the federal award qualifies as a “funding agreement” per 37 C.F.R. § 401.2(a), recipients contracting with small businesses or nonprofit organizations for research must observe 37 C.F.R. § 401 and associated regulations.

E. Clean Air Act and Federal Water Pollution Control Act

For contracts and subgrants exceeding \$150,000, full compliance with the Clean Air Act (42 U.S.C. § 7401–7671Q) and Federal Water Pollution Control Act (33 U.S.C. § 1251–1387) is mandatory. Any violations should be reported to both the awarding agency and the EPA. Vendors certify their compliance.

F. Debarment and Suspension (Executive Orders 12549 and 12689)

No contract shall be awarded to entities listed in the System for Award Management (SAM) exclusions under 2 C.F.R. § 180 and Executive Orders 12549 and 12689. Vendors confirm they are neither debarred nor excluded by any federal agency.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Vendors must submit requisite certifications and refrain from utilizing federal funds to influence government officials in relation to contracts, grants, or awards. All lobbying with non-federal funds must be disclosed and communicated across all tiers. Vendors agree to adhere strictly to the Byrd Anti-Lobbying Amendment.

H. Record Retention Requirements

Vendors shall retain records in accordance with 2 C.F.R. § 200.333 for three years beyond final report submission and until all matters have been resolved.

I. Energy Policy and Conservation Act Compliance

Where relevant, Vendors must comply with mandatory energy efficiency standards detailed in the state energy conservation plan under the Energy Policy and Conservation Act.

J. Buy American Provisions Compliance

When applicable, Vendors must comply with the Buy American Act and ensure purchases adhere to procurement rules that require free and open competition.

K. Access to Records (2 C.F.R. § 200.336)

Vendors grant authorized representatives of federal agencies access to pertinent books, documents, papers, and records for audits, examinations, excerpts, and transcriptions, as well as personnel interviews relating to such records.

L. Procurement of Recovered Materials (2 C.F.R. § 200.322)

Non-federal entities that are state agencies or political subdivisions and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring items designated in EPA guidelines (40 C.F.R. § 247) containing the highest practical percentage of recovered materials, maximizing energy and resource recovery for solid waste management, and establishing affirmative procurement programs for recovered materials as specified by EPA.

Entities utilizing United States federal grant or FEMA funds for procurement may be subject to further requirements, including those under 2 C.F.R. § 200, with all references to “federal” denoting the United States federal government.

Entities using U.S. federal grant or FEMA funds for procurement may be subject to additional requirements under 2 C.F.R. § 200. All references to “federal” are specific to the United States federal government.

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Standard terms and conditions

This price quotation for products to be sold by DIRTT is being submitted on the following terms and conditions (the "Agreement"). Any subsequent purchase orders(s) or contract(s) arising between DIRTT and the client (the "Client") named in the attached price quotation (the "Quotation") relating to any products referred to in the Quotation (the "Product(s)") will be governed by this Agreement. Where the Products sold to the Client under this Agreement are intended for delivery within the United States, the seller shall be DIRTT Environmental Solutions, Inc. Where the Products sold to the Client under this Agreement are intended for delivery outside of the United States, the seller shall be DIRTT Environmental Solutions Ltd. (in either case "DIRTT").

1. PURCHASE AND SALE OBLIGATION

Upon acceptance of the Quotation without amendment, the Client agrees to purchase from DIRTT, and DIRTT agrees to sell to the Client the quantities of Product specified in the Quotation. The parties may add additional Products by written Agreement from time to time, the sale of which Products shall be subject to this Agreement.

2. PRICES

The purchase price and certain other terms and conditions of sale shall be as provided in the Quotation. Those terms and conditions of sale shall not supersede this Agreement but shall be in addition thereto. For shipments to addresses within 48 contiguous States and Canada, freight costs are extra. Product prices stated do not include insurance, installation costs, installation training, or any goods and services taxes, sales, use, excise, processing, import or other taxes or duties, except where otherwise specifically indicated in writing.

It is understood that prices specified in this Agreement or in any Schedule attached to it are subject to change in the event of any increase prior to delivery in the applicable import duties, taxes, or values for duty purposes. Any service or installation requirements must be disclosed at the time of the order, for which DIRTT may assess additional charges.

3. TERMS OF PAYMENT

Unless otherwise specifically set forth in the Quotation or in an additional Attachment to the Quotation: (a) all orders shall be accompanied by a copy of the Quotation signed by the Client or by a purchase order; (b) all orders shall be accompanied by a deposit equal to fifty percent (50%) of the total of all charges set forth in the Quotation for such order; (c) upon shipment of the Products from DIRTT's production facility or other place of origin, DIRTT shall be entitled to invoice the Client for the balance of the purchase price and other applicable charges covered by the Quotation (including, without limitation charges for products, freight, and applicable taxes), which invoice shall be paid by the Client without deduction or offset of any kind, within thirty (30) days of the date of invoice; (d) overdue accounts shall bear interest at a rate of 1.5% per month (18% per annum) until paid; (e) the Client agrees to make payment of all applicable taxes to DIRTT or in lieu thereof at or prior to the time of order placement provide to DIRTT a tax exemption certificate acceptable to DIRTT and the relevant taxing authority.

4. CREDIT REVIEWS

DIRTT may, in its sole discretion, request credit reports, financial information, or other information (collectively, "Credit Information") on the Client, and the Client hereby authorizes DIRTT to obtain such Credit Information, including, without limitation, Credit Information from any financial institutions or others having a business relationship with Client ("Credit References"). The Client hereby authorizes any Credit References to answer DIRTT's inquiries and provide such Credit Information and documentation as DIRTT may request. DIRTT reserves the right to reject any order, or to require additional or alternate payment or other terms with respect to any order, where DIRTT is not satisfied, in its sole discretion, with the Credit Information.

Further, and without limitation, where DIRTT becomes aware of any fact or thing which may impact the Client's credit worthiness or ability to timely pay DIRTT's accounts, DIRTT may, in its sole discretion, and without liability to the Client, stop any work in progress until such time as the Client provides payment assurances which are satisfactory to DIRTT, in its sole discretion. The Client hereby releases and holds DIRTT harmless for any damages, losses and inconvenience whatsoever, caused by any temporary or permanent withdrawal or restriction of credit privileges hereunder; or the enforcement of any of the provisions contained in this paragraph.

5. ORDER CHANGES/CANCELLATIONS

Order changes are the deletion of line items or a change in size, color, or quantity. Order cancellations are complete annulments of orders. All changes must be in writing, regardless of the (dollar) value. Order changes involving additional Product or increasing the net value must be accompanied by an amended net value purchase order or change order. Changes are not binding upon DIRTT until DIRTT issues an acknowledgement of the change. All changes are subject to pricing and lead time changes, and may cause all or a part of

the order to be rescheduled with new shipment dates, all as determined by DIRTT. Any changes will be communicated by DIRTT at the time of acknowledgment. No changes or cancellations will be accepted once Product has been placed into the production schedule, unless otherwise approved in writing by the DIRTT Executive Team. For special orders, Customer's Own Material (COM), finish matches, custom colors, custom products, and RUSH orders, changes or cancellations are only allowed with the express written approval of the DIRTT Executive Team. A minimum fee of 25% of net, and all related customer specific material cost affected by the change or cancellation of an order, will apply to all changes or cancellations (excluding additions of Product). 100% of pre-purchased items are chargeable.

6. DELIVERY, FREIGHT AND INSTALLATION

- A. For shipments to addresses within the 48 contiguous states and in Canada, all deliveries will be Free Carrier (FCA) the DIRTT distribution facility. DIRTT reserves the right to determine the carrier, method of shipment, and routing. Extra expense resulting from customer request for special carrier, shipping method and/or routing will be billed to the customer. Unless otherwise specified by DIRTT in writing, for shipments to addresses outside of the 48 contiguous states and Canada, DIRTT's responsibility for loss or damage to Products ceases upon delivery of the Products in good order to the carrier at the DIRTT production facility (or other such point or origin as may be designated by DIRTT), and the Client shall bear the sole risk with respect to Products from that point.
- B. Except as may be otherwise specifically indicated in this Quotation, the cost of freight outside the 48 contiguous states and Canada shall be in addition to any other amounts referred to in the Quotation, and shall be charged to the Client in accordance with DIRTT's prevailing freight pricing, current as at the date of shipment.

- C. DIRTT uses ICE® as the source of manufacturing specification. Client is solely responsible for providing DIRTT with an ICE file containing accurate Product specifications and dimensions. Where DIRTT has not received adequate or accurate Product specifications, shipping information, installation particulars or other information required by DIRTT to permit the efficient manufacture and/or delivery of any Products, or where site conditions are not in accordance with the installation requirements disclosed to DIRTT by Client or are not otherwise suitable to permit effective and efficient installation (including as set out in the DIRTT Wood Products Requirement Guide), the manufacture and/or delivery of Products pursuant to this Quotation may be delayed, and such event shall constitute a delay by the Client. When manufacture or delivery or installation is delayed by the Client or at the Client's request:
- i. DIRTT may, at its option, present the invoice for the full price of Products to the Client as then due and payable.
 - ii. The Client shall pay to DIRTT all reasonable storage, handling, and other reasonable incidental expenses incurred by DIRTT in connection with such delay.
 - iii. The Client shall bear sole and complete legal and financial responsibility for any Product that does not install as desired due to inadequate or inaccurate field measurements or site dimensions provided to DIRTT by Client, and Client shall have no recourse against DIRTT therefor.
 - iv. The Client shall bear all risk of loss or damage to the Products being held by DIRTT for the Client. If delay is due to any cause beyond DIRTT's reasonable control, the date for shipment shall be extended during the continuance of such cause and for a reasonable time thereafter.
- D. The cost of any Products purchased pursuant to the Quotation does not include the cost of installation of the Products. DIRTT does not provide installation services but may provide installation training upon request and payment of DIRTT's then-current installation training fees, subject to and in accordance with DIRTT's additional terms and conditions.
- E. Manufacturer deficiencies, shortages and/or shipping damage must be reported to DIRTT within 72 hours of receiving the shipment. If pallets are unopened and stored temporarily, the 72 hours begins from the time the pallets are delivered on-site, provided, however, the Client must (i) advise DIRTT that pallets are being stored temporarily, (ii) perform a pallet inventory check upon receiving the shipment and report any damage to DIRTT, and (iii) store pallets in DIRTT-prescribed temperature and humidity conditions (as set out in the DIRTT Wood Products Requirement Guide). If pallets are opened and Products are re-shipped to site via other means, any deficiencies must be reported prior to re-shipment. Client is responsible for any damage that occurs during re-shipment.

7. SCOPE OF WORK

The Client acknowledges that the Products to be manufactured or procured by DIRTT in connection with the Quotation are or may be custom manufactured for the Client and that DIRTT may be required to perform extensive work in relation to the design and specification of such products, including extensive CAD work. The Client agrees to fully inform DIRTT of any special work requirements at the time of its order to enable DIRTT to accurately determine the scope of work and further agrees that DIRTT may apply additional charges as necessary to address any special work requirements. This includes but is not limited to design time.

8. LIMITED WARRANTY

DIRTT's Limited Warranty is available to read here.

9. SECURITY AGREEMENT

- A. As general and continuing security for the payment of any indebtedness of the Client owed to DIRTT in relation to the Products, or any part thereof, and to secure the performance of the obligations under this Agreement, the Client hereby grants to DIRTT a security interest in the Products and any proceeds therefrom, which shall constitute collateral, whether now owned or hereafter acquired directly or indirectly by the Client, whether now existing or hereafter arising.
- B. The Client hereby irrevocably authorizes DIRTT at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the collateral regardless of whether any particular asset comprised in the collateral falls within the scope of Article 9 of the applicable Uniform Commercial Code of such jurisdiction, and (b) provide any other information required by part 5 of Article 9 of the applicable Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Client is an organization, the type of organization and any organizational identification number issued to the Client. The Client agrees to furnish any such information to DIRTT promptly upon DIRTT's request. The Client also ratifies its authorization for DIRTT to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.
- C. The Client appoints DIRTT as Client's attorney-in-fact for the purpose of executing, filing and registering any and all agreements, consents and other documentation considered necessary or desirable by DIRTT for the purpose of giving effect to the intention of this paragraph, and without limitation the registration and/or perfection of any security interest under any applicable legislation. To the extent permitted by law, the Client hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable. In the event of non-payment by the Client of any part of the purchase price for any Products, whether or not installed, and any additional charges for disassembly, crating, removal, shipping, legal fees and other costs and expenses incurred by DIRTT as a result of the Client's nonpayment shall be paid by the Client and form part of the secured indebtedness.
- D. If the Client shall default under this Agreement, DIRTT, without any other notice to or demand upon the Client, shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the applicable Uniform Commercial Code and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which the collateral is located, including, without limitation, the right to take possession of the collateral, and for that purpose DIRTT may, so far as the Client can give authority therefor, enter upon any premises on which the collateral may be situated and remove the same therefrom. DIRTT may in its discretion require the Client to assemble all or any part of the collateral at such location or locations within the jurisdiction(s) of the Client's principal office(s) or at such other locations as DIRTT may reasonably designate. DIRTT shall give the Client at least 10 business days prior written notice of the time and place of any public sale of collateral or of the time after which any private sale or any other intended disposition is to be made. The Client hereby acknowledges that ten business days prior written notice of such sale or sales shall be reasonable notice. In addition, the Client waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of DIRTT's rights and remedies hereunder, including, without limitation, its right following a default by the Client hereunder to take immediate possession of the collateral and to exercise its rights and remedies with respect thereto. DIRTT may also have a receiver appointed to take charge of all or any portion of the collateral and to exercise all rights of Lender under this Agreement.

- E. The remedies in this Section 10 are in addition to, not in limitation of, any other right, power, privilege, or remedy, either in law, in equity, or otherwise, to which DIRTT may be entitled. No failure or delay on the part of DIRTT in exercising any right, power, or remedy will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. All of DIRTT's rights and remedies, whether evidenced by this Agreement or by any other agreement, instrument or document shall be cumulative and may be exercised singularly or concurrently.

10. FORCE MAJEURE

DIRTT shall not be liable for any loss, damage, detention, or delay due to any cause beyond DIRTT's reasonable control, including without limitation, acts of God, force majeure, civil or military disturbances, acts of terrorism, labor disputes, order of any applicable governmental authority, or difficulties beyond DIRTT's reasonable control in obtaining necessary raw materials labor, fuels and electric power, components or facilities (collectively "Force Majeure"). In the event of any such Force Majeure, the time for performance of any matter shall be extended during the duration of the Force Majeure and a reasonable time thereafter. DIRTT reserves the right to cancel any order(s) should fulfillment be materially delayed or rendered impossible by any of the foregoing.

11. FAR FLOW DOWN

As a federal contractor, DIRTT is subject to and governed by the Federal Acquisition Regulation ("FAR"), and therefore required to flow down mandatory FAR clauses to all subcontractors. FAR 52.212-5(e)(1) and 52.244-6(c)(1) lists the specific FAR clauses which are incorporated by reference herein. The full text of these clauses is available at www.acquisition.gov. To the extent any FAR clauses are inapplicable to the purchase of DIRTT Products under this Agreement, such clauses shall be self-deleting and shall not impose any obligations on the parties.

12. ENTIRE AGREEMENT

The Quotation and this Agreement (including applicable Schedules attached thereto or hereto) constitute the entire agreement between the parties and supersede any prior understanding or written or oral agreements between the parties. No waiver of any of the provisions of these Standard Terms and Conditions shall be binding on DIRTT unless expressly agreed in writing by a duly authorized officer of DIRTT.

13. GOVERNING LAW

Where Products are purchased by the Client from DIRTT Environmental Solutions, Inc. pursuant hereto, this Agreement shall be governed by and construed according to the laws of the State of Texas. Where Products are purchased by the Client from DIRTT Environmental Solutions, Ltd. hereto, this Agreement shall be governed by and construed according to the laws of the Province of Alberta. In either case, the parties consent to the exclusive jurisdiction of the courts of Texas and Alberta, respectively, for the purpose of hearing any disputes arising under this Agreement or with respect to any Products sold pursuant hereto, and agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any other provision or law which would have the effect of applying the laws of any jurisdiction other than Texas or Alberta, as the case may be, shall be excluded.

Effective December 2021

Revision Reference

Date	Name	Description
2021 12 22	Mark Strowbridge	Updated 2013 version to 2021
2022 09 15	Jenn Geiger	Updated to new brand standards