

1. Scope. Pursuant to the written offer (the "**Quote**") to sell certain hardware and/or software products (the "**Products**") which references these Product Sale Terms (these "**Sale Terms**"), Avertere, LLC, a Arizona limited liability company ("**Avertere**"), hereby offers to sell to the client named in the Quote ("**Client**") such Products referenced therein.
2. Acknowledgment. CLIENT ACKNOWLEDGES AND AGREES THAT: (A) THE SIGNED QUOTE AND ANY WRITTEN ORDER TO PURCHASE THE PRODUCTS (A "PURCHASE ORDER") PROVIDED BY CLIENT TO AVERTERE IN RESPONSE TO SUCH QUOTE IS MADE SUBJECT TO THESE SALE TERMS; (B) THESE SALE TERMS WILL GOVERN THE RELATIONSHIP BETWEEN AVERTERE AND CLIENT AND PREVAIL NOTWITHSTANDING ANY VARIANCE OR CONFLICT WITH ANY TERMS CONTAINED IN ANY PURCHASE ORDER, STATEMENT OF WORK OR OTHER AGREEMENT OR INSTRUMENT SUBMITTED BY CLIENT TO AVERTERE; (C) ANY PRE- PRINTED OR OTHER TERMS OR CONDITIONS INCLUDED WITH OR IN ANY OF THE DOCUMENTS REFERENCED IN ITEM (B) WILL HAVE NO EFFECT WHATSOEVER; (D) AVERTERE RESERVES THE RIGHT TO REJECT OR ACCEPT ANY PURCHASE ORDER SUBMITTED BY CLIENT, IN ITS SOLE DISCRETION; AND (E) AVERTERE'S ACCEPTANCE OF ANY PURCHASE ORDER IS MADE SUBJECT TO CLIENT'S ACCEPTANCE OF THESE SALE TERMS.
3. Delivery. Avertere will accept Client's Purchase Orders under these Sale Terms for requested delivery of Products up to two months after the date of a Purchase Order.
4. Prices. Prices for Products will be as stated in the Quote and will be billed to Client in one or more invoices submitted by Avertere to Client (the "Invoices") for payment. Quoted Prices for Products may be changed by Avertere upon 30 days prior written notice to Client (the "Notice Period"). Purchase Orders received by Avertere (a) before commencement of the Notice Period and which are not shipped prior to the expiration of the Notice Period, and (b) during the Notice Period which specify a delivery date within 30 days following the expiration of the Notice Period, will be invoiced at the previously existing lower price for such Products.
5. Payment Terms. Subject to approval by Avertere's credit department, Client commits to make payments within 30 days of the date of issuance of the Invoice by Avertere to Client. Avertere reserves the right to charge Client interest on any delinquent balance. This interest is computed on a daily basis for each day the payment is delinquent at the lesser of (x) 18% per year, or (y) the maximum rate permitted by law. Avertere reserves the right to refuse shipment of Products to Client if any delinquent Invoices are outstanding. Avertere reserves the right to invoice Client upon the shipment of purchased Products to Client, including whole or partial orders and regardless of whether such Products is shipped to Client by Avertere or a Products distributor ("Distributor") or manufacturer ("OEM"), and payment will be due 30 days after the date of issuance of such Invoice. Avertere may refuse to ship Products on credit for any reason or for no reason whatsoever. Avertere further reserves the right to refuse payment terms if, in Avertere's sole discretion, such terms would create an unreasonable credit risk for Avertere. In such event, deliveries of Products to Client will be available only on a C.O.D. or cash-in-advance basis. No payment by Client or receipt by Avertere of an amount lesser than the entire amount of an Invoice will be deemed to be other than on account of the earliest due amount, nor will any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Avertere may accept such check or payment without prejudice to Avertere's right to recover the balance of any amount due or pursue any other remedy provided for in these Sale Terms. In connection with the foregoing, Avertere will have the absolute right in its sole discretion to apply any payment received from Client to any account of Client then not current and due and delinquent. Payment via Visa, Mastercard, American Express, other credit card, virtual card (e.g., American Express BIP), or any card or program similar to any of the foregoing will be accepted only if preapproved by Avertere in writing. Any such payments will be subject to a processing fee of at least 3% of the total fees paid via such payment method.
6. Standard Order Procedure. Products may only be ordered by Client by mailed, e-mailed, or faxed Purchase Orders referencing these Sale Terms and stating the quantity, specific Products, applicable price, shipping instructions and requested delivery date. Client acknowledges and agrees that in the event any Purchase Order fails to reference these Sale Terms, these Sale Terms will nevertheless govern the relationship between Avertere and Client. Purchase Orders will be subject to written acceptance by Avertere and delivery schedules will be established in accordance with Products availability and Client's credit status.
7. Change Requests, Cancellation and Rescheduling. Any and all changes to previously submitted Purchase Orders sought to

be made by Client must be provided in writing by Client via mail, e-mail or fax notice and are subject to approval by Avertere. All requests to cancel Purchase Orders and return Products must be pre-authorized by Avertere in writing. Avertere may accept returns for Products then- currently held in Avertere inventory within 30 days of purchase. Purchase Orders for Products not held in Avertere inventory (including, but not limited, Products shipped directly from third party OEMs or Distributors) and software may not be cancelled or returned except under special circumstances and only upon pre-authorization by Avertere. If Client is permitted by Avertere to cancel all or any portion of a Purchase Order and/or return Products, it will pay a restocking charge equal to (a) the amount of any restocking charge imposed by the applicable OEM or Distributor, if any, or (b) 30% of the purchase price for any Products shipped from Avertere's inventory. If Avertere is unable to meet the requested delivery schedule, it will provide notice to Client as soon as it is reasonably aware of such situation. No Products may be returned except in the event Client and Avertere have mutually agreed in writing.

8. Delivery; Title & Risk of Loss. Delivery of Products is "F.O.B. Origin, freight and insurance prepaid and added." Risk of loss or damage for Products will pass to Client on delivery of such Products by Avertere or a Products Distributor or OEM, as applicable, to Client's common carrier. Products are deemed accepted by Client for risk of loss purposes upon delivery to Client's common carrier. Client is responsible for all costs relating to the shipment and insurance of any Products. Avertere will make reasonable efforts, but will not be obligated, to deliver the Products in accordance with Client's Product Sale Terms 3 Revised January 2023 Product Sale Terms shipping instructions and choice of carrier. Avertere will make commercially reasonable efforts to deliver all Products on or before the due date as specified in any Purchase Order for such Products. Avertere will make reasonable efforts to expedite delivery of any "ASAP orders." Title to Products will pass to Client only once payment is received in full for such Products.
9. Taxes and Duties. All fees for Products will be exclusive of all national, federal, state, local, international (with respect to Products provided outside of the United States), property or any other governmental use, sales, excise, occupational, ad valorem, VAT or import (with respect to Products provided outside of the United States) taxes and duties, and any other similar taxes or duties. If any such tax, fee or charge is imposed on a transaction subject to these Sale Terms, such

tax will be paid by Client in addition to the invoiced fees. If Avertere is required to pay any such tax, fee or charge Client will reimburse Avertere for such payment. All taxes, fees and charges with respect to Avertere's income or gross receipts derived from its provision of Products hereunder (including franchise, employment and income taxes of Avertere), will be the obligation of and paid by Avertere.

10. Exports. The Parties acknowledge that Products and/or related confidential information provided under this Agreement may be subject to U.S. and applicable foreign export laws and regulations. Each party will comply with all applicable U.S. and foreign export laws and regulations and anti-boycott laws.
11. Warranties. Client acknowledges and understands that Products provided under these Sale Terms may be manufactured by one or more third parties (and not Avertere). Accordingly, Avertere's sole responsibility to Client with respect to such Products or components and parts thereof provided under these Sale Terms will be to pass through to Client such original Product OEM's available product warranty, if any. The Inventory Product Warranty Policy attached hereto as Annex A will apply to any Products provided out of Avertere inventory ("Inventory Products"). EXCEPT WITH RESPECT TO INVENTORY PRODUCTS AND AS SET FORTH ON ANNEX A, CLIENT ACKNOWLEDGES AND AGREES THAT AVERTERE DOES NOT PROVIDE ANY WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. LIMITATION OF LIABILITY. IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) WILL AVERTERE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFIT, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THESE SALE TERMS, AND/OR THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF PRODUCTS SOLD UNDER THESE SALE TERMS. NOTWITHSTANDING ANY OTHER PROVISION OF THESE SALE TERMS, AVERTERE'S MAXIMUM LIABILITY FOR DAMAGES HEREUNDER WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PURCHASED WHICH IS THE SUBJECT OF THE CLAIM FOR SUCH DAMAGES. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE

AFFECTED IF ANY REMEDY PROVIDED HEREUNDER FAILS. CLIENT HAS ACCEPTED THIS DISCLAIMER OF LIABILITY FOR DAMAGES AS PART OF A BARGAIN TO LOWER THE PRICE OF THE PRODUCTS AND UNDERSTANDS THAT THE PRICE OF THE PRODUCTS WOULD BE HIGHER IF AVERTERE WERE REQUIRED TO BEAR ADDITIONAL LIABILITY FOR DAMAGES.

13. Products Changes. Avertere reserves the right to change, improve or add any new Products or discontinue offering any Products at any time.
14. Indemnity. Client agrees to indemnify and hold Avertere harmless from any claims or damages (inclusive of reasonable attorney's fees), including claims of infringement, made against Avertere as a result of alleged negligence, misrepresentation, error or omission on the part of Client or its affiliates, directors, officers, employees, agents or representatives.
15. Entire Agreement. These Sale Terms are the complete, final and exclusive statement of the terms and conditions of sale for the Products between Avertere and Client and supersedes any and all other agreements between them relating to the subject matter hereof. These Sale Terms may not be modified except in a writing executed by both parties. These Sale Terms will prevail notwithstanding any variance or conflict with any terms contained in any Purchase Order statement of work or other agreement or instrument submitted by Client to Avertere.
16. Force Majeure. Avertere will not be liable to Client for any alleged loss or damages resulting from the delivery of the Products being delayed by acts of Client, acts of civil or military authority, governmental priorities, fire, floods, epidemics, quarantine, energy crises, strikes, labor trouble, war, riots, accidents, shortages, delays in transportation, or any other causes beyond the reasonable control of Avertere.
17. Waiver. A waiver of any default, or of any of these Sale Terms, will not be deemed to be a waiver of any other default or of any other term or condition, but will apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in these Sale Terms will be without prejudice to the right to exercise any other right or remedy provided by law or equity.
18. Severability. In the event any provision of these Sale Terms is found to be invalid, illegal or unenforceable, the validity,

legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19. Assignment. Assignment of these Sale Terms by either party will be prohibited without the express written consent of the other party; provided, that (a) Avertere reserves the right to subcontract any support or maintenance obligation in connection with the sale of such Products, (b) Avertere may assign these Sale Terms and any of its rights hereunder in connection with its financing activities in the ordinary course of business, and (c) either party may assign these Sale Terms and its rights and obligations hereunder upon written notice to the other party in connection with a merger or sale of Product Sale Terms 3 Revised April 2019 Product Sale Terms substantially all of its assets or capital stock. Any other attempted assignment in violation of this provision will be null and void.
20. Governing Law; Venue. These Sale Terms will be construed in accordance with, and all disputes hereunder will be governed by, the laws of the State of Arizona, without regard to principles of conflict of laws. Both parties agree that any action, suit or proceeding arising out of or relating to the Products or these Sale Terms will be initiated and prosecuted in the state and federal courts located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction of any such court.
21. Attorney's Fees. In any action to enforce these Sale Terms, the prevailing party will be awarded all court costs and attorney's fees incurred.