

Product Terms and Conditions Attachment

For ALL Orders – Revised 05/01/2022

This Product Terms and Conditions Attachment is between Cyber One Solutions, LLC. a Texas Limited Liability Company (sometimes referred to as "we," "us," "our," "Partner," OR "Provider"), and the Client found on the applicable Quote (sometimes referred to as "you," "your," "Customer," OR "Client") and, together with the Quote and relevant Master Services Agreements and any applicable Service Attachments forms the agreement between the parties.

The parties further agree as follows:

QUOTES, ORDERING and PAYMENT

Purchase Orders submitted to Provider shall be binding on Client upon written acceptance by Provider. Quotes provided by Provider shall be binding on Client's written acceptance received by Provider within the time described on the Quote. When Provider accepts an order, Provider may notify Client of Provider's estimated shipping, delivery and installation dates or service commencement dates applicable to the order. Shipping and delivery dates are estimates, only. In any event, a binding contract occurs upon Client's acceptance of the whole or part of any goods or services ordered, whether verbally or in writing. Any fees quoted may be revised to include taxes, handling, and any other fees. Such fees are estimated until final processing and may vary to include any pricing errors.

DEFINITIONS

- **"Products"** means computer hardware and any other products provided hereunder.
- **"Services"** means any and all services provided by Provider as described in a separate Master Services Agreement, "MSA" or applicable Service Attachment.
- **"Software"** means any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form, as well as the related documentation, provided by Provider to Client. Software includes software locally installed on Client's systems and software accessed by Client through the internet or other remote means (such as websites, portals and "cloud-based" solutions).
- **"Deliverables"** means the tangible and intangible materials, including reports, studies, base cases, drawings, findings, manuals, procedures and recommendations prepared by Provider or its suppliers, licensors or subcontractors in the course of performing the Services.
- **"Materials"** means all content and other items included with or as part of the Products, Services, Software or Deliverables, such as text, graphics, logos, button icons, images, audio clips, information, data, photographs, graphs, videos, typefaces, music, sounds and software.

INVOICES

Provider will invoice Client all Charges and Fees, including state sales taxes, as provided in the applicable Quote. All Charges and Fees are due upon receipt. Without NET 30 Terms and on Due Upon Receipt, Provider will allow a grace period of five (5) days to receive payment in full. If Client has established NET 30 Terms with Provider, their grace period will extend to thirty (30) days and payment must be paid in full within thirty-one (31) days. All payments must be made in the Customer Account Portal or by mailing a check to the Provider's Corporate Office. ACH payments can be setup for the payment of one-time and/or recurring invoices, through the Customer Account Portal, for no additional fees. Credit Card payments can be setup for the payment of one-time and/or recurring invoices, through the Customer Account Portal, and will include a three-to-four percent (3-4%) processing fee. Client agrees to pay all applicable bank charges, fees, taxes, duties, levies and any other associated costs and commissions regarding any bank wire transfer or other

non-ACH or Credit Card payment(s). Unless Client provides Provider with a valid and correct tax exemption certificate applicable to Client's purchase of Products and the Products' ship to the location on the certificate, Client is responsible for sales and other taxes associated with the order.

INTEREST

Any unpaid and outstanding portion of any Charge or Fee will bear interest, at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by applicable law, whichever is less. Provider may suspend licenses and performance of orders for which Provider is insecure or which payment is overdue until the overdue amounts are paid in full or alternative arrangements acceptable to Provider are made. Client will reimburse Provider for reasonable attorneys' fees and any other costs associated with collecting delinquent payments.

CANCELLATION AND CHANGES

Any change, modification or cancellation of any Quote for Products and/or Services requested by Client after acceptance by Provider may result in an additional charge to be paid to Provider by Client. Client is responsible for any additional costs derived from a change in the system configuration prior to the installation of equipment ordered by Provider. Unless visibly damaged on delivery, no Products shall be returned, refunded, cancelled, or terminated by Client without prior written approval from Provider. If Provider approves such return, a restocking fee may be assessed by Provider to Client. Such charges for rework, cancellation or restocking will not exceed the actual charge assessed by the manufacturer or vendor to Provider.

SECURITY INTEREST

Provider retains a purchase money security interest in all Products sold by Provider to Client, and in the proceeds of any resale of such Products, until the purchase price and any other charges due Provider have been paid in full. Client agrees to cooperate, to the extent necessary, and authorizes Provider to file UCC-1 filing statements and/or further security agreements as Provider may deem necessary to provide this protection to Provider. In the event of default hereunder, Provider reserves the entirety of its rights and remedies in and to the repossession and/or sequestration of the Products, as well as any and all other remedies allowed at law, including under the Texas Business and Commerce Code, or in equity to collect amounts due and owing hereunder.

SHIPPING CHARGES, TITLE and RISK OF LOSS

Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Title to products passes to Client upon shipment to Client. Loss or damage that occurs during shipping by a carrier selected through Provider is Provider's responsibility. Loss or damage that occurs during shipping by a carrier selected by Client is Client's responsibility. You must notify Provider within twenty-one (21) days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, wrong and/or damaged.

EXPORT COMPLIANCE

Client acknowledges that the Products and/or Services provided under this Agreement, which may include technology and encryption, may be subject to the customs and export control laws and regulations of the United States ("U.S."), and that Client will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law is as provided to Provider by its suppliers, and Provider

does not warrant its accuracy and will not be liable for any error with regard to same. Client uses such information at its own risk. Provider and Client each certifies that it complies with all applicable laws, including the labor laws and regulations in the jurisdictions where it operates.

WARRANTY

All Products, and the components and materials utilized in any assembled or customized products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Provider or the manufacturer. Client's exclusive remedy, if any, under these warranties is limited, at Provider's election, to any one of (a) refund of Client's purchase price, (b) repair by Provider or the manufacturer of any products found to be defective, or (c) replacement of any such product.

Client acknowledges that except as specifically set forth or referenced in this paragraph, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER DESCRIPTIVE LITERATURE) BY PROVIDER OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. PROVIDER ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO CLIENT BY OR ON BEHALF OF CLIENT.

SOFTWARE or INTELLECTUAL PROPERTY

Software or intellectual property supplied by its manufacturer or licensor. Provider makes no representation or warranty with respect thereto and will have no liability in connection therewith. Client agrees to comply with all requirements with regard to proprietary and similar rights in and to any intellectual property (including any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same), even if Provider has broken the seal on any "shrink wrapped" software. If Client provides Provider with any intellectual property, Client warrants that it has all necessary legal rights to such property. Client will indemnify Provider against and hold it harmless from any and all liability, cost or expense arising from (a) a breach or purported breach of the requirements described in this section, or (b) Client's use or sale of the products.

SERVICE AND SUPPORT

Provider Services and Support, or Deliverables require a separate Master Services Agreement, "MSA", Statement of Work, "SOW", or Service Attachment, "SA". Certain products or services sold by Provider under an MSA require a three-year contract for support services.

OTHER DOCUMENTS

These terms and conditions may not be amended, modified, or altered in any way except by an instrument in writing signed by the authorized representative of the party against whom enforcement of the same is sought. Notwithstanding the foregoing, these terms and conditions are subject to the terms and conditions appearing on a Provider instrument of sale (i.e., invoice, bill of sale, quotation, etc.) provided to Client by Provider.

GOVERNING LAW

THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE- EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW AND EQUITABLE CLAIMS) BETWEEN CLIENT AND PROVIDER arising from or relating to this Agreement, its interpretation or the breach, termination or validity thereof, the relationships which result from this agreement, Provider's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.

ENTIRE AGREEMENT

These terms and conditions supersede any terms or conditions contained in Client's instruments of purchase. Any ambiguity or conflict between terms expressed in Client's instruments of purchase and the terms and conditions set forth herein shall be resolved in accordance with the terms and conditions herein.

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